



INVITATION FOR BIDS SHREDDING SERVICES

IFB# 20241108
RFx # 3160006267

Issue Date:

November 8, 2024

Bid Coordinator:

Jeanette Crawford, Procurement Officer

Telephone: 601-359-2664

E-Mail: procurement@medicaid.ms.gov

Closing Date & Time:

Bids shall be received by 2:00 p.m., December 17, 2024

Closing Location:

Mississippi Division of Medicaid (DOM)

550 High Street, Suite 1000

Jackson, MS 39201

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1.0 PROCUREMENT OVERVIEW

1.1 Purpose

The Mississippi Division of Medicaid (DOM) Office of Procurement issues this Invitation for Bid (IFB) to solicit offers from qualified, experienced, responsible, and financially sound entities to provide competitive sealed bids to provide shredding services for the Central Office location and for 30 DOM Regional Office locations throughout the state. The selected vendor will assist DOM by providing monthly on-site shredding and pick-up services at the above mentioned locations.

DOM's 30 regional offices are divided into 10 regions, which have been grouped into three categories for bidding purposes, including the Central Office Location. Bidders will be allowed to submit bid amounts for one, two, or all three groups, with the lowest responsive and responsible bid amount per bidder per group being selected. If a bidder wins multiple groups, the awarded groups will be combined into one contract. Bidders may use subcontractors but remain responsible for all services. Group details are outlined in Section 2.0 of this IFB.

Any IFB provisions and/or requirements designated as “Minimum Qualifications” are mandatory and must be met. Failure to meet these minimum qualifications may result in the bid being rejected and disqualified from consideration. The Bidder is disallowed from taking exceptions to these “Minimum Qualifications”. Any exceptions and/or deviations to or from these “Minimum Qualifications” may also be cause for rejection.

Bidders will be directed to DOM’s website throughout this procurement. Please note that all historic data, if any, referenced in this IFB may be found on DOM’s website <https://medicaid.ms.gov/resources/procurement/>.

1.2 Authority

This IFB is issued under the authority of Title XIX (Medicaid) and Title XXI (Children’s Health Insurance Program) of the Social Security Act as amended, implementing regulations issued under the authority thereof, and under the provisions of the Mississippi Code of 1972, as amended. All prospective Contractors are charged with presumptive knowledge of all requirements of the cited authorities in this IFB. The submission of a valid executed bid by any prospective Contractor shall constitute admission of such knowledge on the part of each prospective Contractor. Any bid submitted by any prospective Contractor which fails to meet any published requirement of the cited authorities may, at the option of DOM, be rejected without further consideration.

Medicaid is a program of medical assistance for the needy administered by the states using state appropriated funds and federal matching funds within the provisions of Title XIX of the Social Security Act, as amended.

In addition, Section 1902(a)(30)(A) of the Social Security Act (42 USC §1396a(a)(30)(A)), as amended, requires that State Medicaid Agencies provide methods and procedures to safeguard against unnecessary utilization of care and services and to assure “efficiency, economy, and quality of care.”

1.3 Anticipated Timeline

The following timetable is the estimated and anticipated timetable for the IFB and procurement process. DOM reserves the right to amend the Procurement Timetable.

Figure 1.1: Procurement Timetable

Date	Process
November 8, 2024	Release of Invitation for Bid
November 22, 2024	Deadline for Letter of Intent and Written Questions (2:00 p.m. via email)
December 3, 2024	Anticipated Date of Posting Written Answers (by 5:00 p.m.)
December 17, 2024	Bid Deadline (by 2:00 p.m.)
December 20, 2024	Anticipated Date of Notice of Intent to Award
February 5, 2024	Public Procurement Review Board meeting date (proposed)
February 6, 2024	Contract Start

1.4 Request for Reconsideration of the Terms of the Solicitation

Any potential bidders are advised that they may request reconsideration of this solicitation. Specific guidelines and procedures for such requests can be found in Section 5.2.4 of the *PPRB OPSCR Rules and Regulations*.

1.5 Pre-Submission Requirements

1.5.1 Mandatory Letter of Intent

To be eligible to submit a Bid, the Bidder is required to submit **Attachment B: Mandatory Letter of Intent**. The Mandatory Letter of Intent is due by **2:00 p.m. CST, November 22, 2024**. The Mandatory Letter of Intent must be signed by an individual authorized to commit the Bidder to the work proposed.

The Mandatory Letter of Intent shall be submitted via email to procurement@medicaid.ms.gov. Submission of the Mandatory Letter of Intent shall not be binding on the prospective offeror to submit a bid; however, failure to submit the Mandatory Letter of Intent by deadline listed above, will disqualify a submitted bid from consideration. It is the responsibility of the Bidder to ensure that the Mandatory Letter of Intent is delivered timely, and the Bidder bears all risks of delivery.

For the purposes of accessing DOM’s SharePoint site that will be used for submission of bids, the Bidder must include on the Mandatory Letter of Intent two (2) individuals’ email addresses for the person(s) responsible for uploading the bid to the SharePoint site. A field is included on the Mandatory Letter of Intent for that purpose. Please ensure all email addresses are typed or printed clearly for guaranteed legibility.

1.5.2 No Pre-Bid Conference

There will be no Pre-Bid Conference for this procurement.

1.5.3 IFB Questions and Answers

Multiple questions may be submitted no later than **2:00 p.m. CST, November 22, 2024**, using the Question and Answer template found at <https://medicaid.ms.gov/resources/procurement>. Questions must be submitted using the referenced template and sent via e-mail to: procurement@medicaid.ms.gov, with the subject line: **Shredding Services IFB – Questions**. The Offeror bears all risk of delivery and all responsibility of ensuring that delivery is timely. Questions received after the deadline and Questions submitted by Offerors who do not submit a timely Mandatory Letter of Intent will not be addressed by the Division.

Written answers shall be available no later than 5:00 p.m. CST, December 3, 2024 via DOM's procurement Website, <https://medicaid.ms.gov/resources/procurement/> and the Mississippi Contract/Procurement Opportunity Search portal website, https://www.ms.gov/dfa/contract_bid_search/Bid?autoloadGrid=False. DOM will submit a register of all questions, exactly as submitted, along with the corresponding answers. The register of all questions and answers shall be issued as an Amendment to the IFB. DOM's responses to questions will be treated as amendments to the IFB and will require acknowledgment.

Written answers provided for the questions are binding. Questions and answers shall become part of the final contract as an attachment.

1.5.4 Acknowledgement of Amendments

Bidders shall acknowledge receipt of any amendment to the IFB, in writing, by signing and returning the amendment and including in the bid submission in the format as described at **IFB Section 3.4.14, Bid Submission Format**. This includes receipt of the Question and Answer Document. Each bidder shall submit a written acknowledgement of every amendment to DOM with the bid submission on or before the bid submission deadline.

1.6 Bid Submission Requirements

Bids shall be submitted electronically through a SharePoint site maintained by DOM. It is the responsibility of the Bidder to ensure timely submission of its bid. Access will be given to the Bidder for up to two individual's email addresses, which must be included in the Bidder's Mandatory Letter of Intent, Attachment B. Bidders will only have access to their company's specific folder within SharePoint. To test the upload process, bidders can upload clearly labeled test documents (e.g., "TEST DOCUMENT"). These test documents will not be included in the evaluation and should not be removed from the SharePoint portal. All other submitted documents must be labeled as outlined in this IFB.

If there are questions about the use of the SharePoint portal for submission, email sally.harrison@medicaid.ms.gov and the Procurement team at: procurement@medicaid.ms.gov. To prevent last minute registration/submission issues, assistance must be requested at least two (2) business days prior to the IFB due date.

Once Bidders have uploaded their test documents and/or bid responses to SharePoint, they may ask DOM to verify receipt of responses by emailing Procurement@medicaid.ms.gov.

After the deadline for bid submission, the Bidder's access to the SharePoint site will expire. No exceptions will be made. Any attempts to submit a Bid or any modifications thereof after the deadline will be considered late and will not be considered for award.

1.6.1 Confidential/Redacted Version of Bid

If the Bid contains information that the bidder deems confidential commercial and financial information and/or trade secrets, excluded from the scope of the Mississippi Public Records Act under Mississippi Code Annotated §§ 25-61-9, 75-26-1 through 75-26-19, and/or 79-23-1, the bidder shall submit, in addition to the complete unredacted version of the bid, one (1) copy of the bid redacted in black. The redacted copy of the bid shall be in a single document and shall be clearly labeled “PUBLIC COPY” on the cover page. This file should be in a searchable Microsoft Word or Adobe Acrobat (PDF) format.

Each page upon which confidential information appears shall be clearly marked as containing confidential information and the confidential information shall be redacted. The confidential material shall be redacted in such a way as to allow the public to determine the general nature of the material removed and redactions shall be limited to only the confidential information. To the extent possible, pages should be redacted sentence by sentence unless all material on a page is clearly confidential under the law. The Offeror shall not identify the entire Bid as confidential. The Public Copy shall also include a privilege log, which shall be located behind the cover page, and the privilege log shall show the page number of the redaction, a description of the redacted information, and the reason and authority for the redaction in accordance with the above reference Mississippi codes.

The Public Copy (redacted version) of the bid, or if a Bidder does not produce a redacted version of the bid (full unredacted version) will be produced as a public record exactly as submitted and immediately released, without notification, at DOM’s sole discretion pursuant to any request under the Mississippi Public Records Act, Miss. Code Ann. §§25-61-1 et seq. and Miss. Code Ann. §79-23-1. DOM may use public/redacted copies for various purposes, such as posting on DOM’s website and promoting transparency by publicly posting on the Transparency Mississippi website.

Bidders may be subject to exclusion pursuant to Section 15 of the *Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations, effective September 6, 2024* (PPRB Rules or PPRB OPSCR Rules and Regulations), if the Agency or PPRB determines that redactions made by the bidder were made in bad faith in order to prohibit public access to the portions of the bid which are not subject to Mississippi Code Annotated §§25-61-9, 75-26-1 through 75-26-19, and/or 79-23-1.

1.7 Expenses Incurred in Preparing Bid

All parties participating in the procurement process/preparation of bid with regard to this IFB shall bear their own costs of participation, pursuant to Section 1.4.4, PPRB OPSCR Rules and Regulations.

1.8 Type of Contract

Compensation for services shall be in the form of a firm fixed-rate agreement, which provides a price that is not subject to adjustment because of variations in the contractor’s cost of performing the work specified in the contract.

1.9 Written Bids

All bids shall be in writing.

1.10 Eligibility and Minimum Qualifications

1.10.1 Organizations Eligible to Submit Bids (Attachment C – Bid Form)

To be eligible to submit a bid, a Bidder shall certify to each requirement as specified in “**Attachment C – Bid Form**”, by signing and acknowledging the statements in the bid form.

All pricing shall be submitted on the **Attachment C - Bid Form**, which includes bid certifications and attestations. Failure to complete and/or sign the bid form may result in the Bidder being determined non-responsive. Cost included elsewhere in the Bidder’s submission will not be considered a cost for the contract and will not be paid. The narrative and supporting documentation required in **1.10.2 Minimum Qualifications** and **1.10.3 Capability to Provide Services** must be included with the Bid Form submission to be considered complete.

1.10.2 Minimum Qualifications (Attachment C: Addendum 1)

Bidders shall be deemed responsive if all the following minimum qualifications are met. Bidders shall provide written, detailed validation describing Bidder’s ability to meet each of the qualifications as an addendum to Attachment C entitled, “**Attachment C: Addendum 1: Minimum Qualifications**”.

1. **Bidder Experience Requirement:** Bidder must have a minimum of three (3) years of experience providing shredding services. To demonstrate their expertise, bidder should provide a comprehensive list of relevant projects (completed and ongoing) within the past three (3) years to include no less than one (1) client to whom you handled and destroyed sensitive or confidential data. This list should include client names, duration of contract, a project description for each project (onsite and/or off-site shredding services), an indication of whether the shredded data was considered sensitive or confidential and the number of locations serviced for each project. Additionally, identify your largest client (based on number of locations served) during that period and provide same project details as above.
2. **Bidder Certification:** Bidder must be certified by a recognized organization, such as NAID (National Association for Information Destruction) and comply with all relevant data protection regulations (e.g., HIPAA) to ensure handling of sensitive information. Please provide supporting documentation of any certification(s).
3. **References:** The Bidder shall provide reference contacts from at least three (3) business clients from the projects list required in (1) above in **Attachment E, References**. References are not required to be included in Attachment C. Bidder may submit as many reference contacts as desired by submitting additional copies of Attachment E. Reference contacts shall be contacted in order listed until two (2) references identified as meeting the minimum qualifications have been contacted and Reference Survey Score Sheets are completed. No further references shall be contacted; however, Bidders are encouraged to submit additional references to ensure that at least two (2) references are available for interview. DOM staff shall be able to contact two references within three (3) business days of bid opening or the Bidder may be rejected.
 - a. These Bidder-provided references shall be familiar with and be able to speak to the Bidder's abilities as it relates to Bidder's past or current performance. The Bidder is solely responsible to ensure that reference contact information is correct and current and that the

reference contact has the knowledge and authority to speak to the Bidder's performance on past or current projects for this reference check.

- b. If sub-contractors are proposed, at least three (3) business clients for the sub-contractor must be provided as detailed above, in addition to the contractor supplying three (3) references. Additionally, two references of the subcontractors will be contacts as well and reference score sheets completed. If subcontractors will be used, a total of four (4) references will need to be available for interview (two for bidder and two for subcontractor).
 - c. Bidder must score a minimum of nine (9) points on each Reference Survey Score Sheet to be utilized by DOM Procurement staff when interviewing Bidder-provided references. A total reference score of 18 points (combined minimum scoring of nine (9) points for each of the individual Reference Survey Score Sheets) is required to be considered responsive and/or responsible.
4. **Bidder Litigation:** Bidder shall provide a list of current litigation and any closed litigation within the last 3 years for contractual services for performing shredding services. If no list litigation exists, please provide a sheet stating that there is no litigation current or closed within the last three (3) years.
5. **Financial Stability or Solvency:** To demonstrate Bidder's financial stability and solvency, each Bidder shall submit copies of the most recent year's independently audited financial statements as well as financial statements for the preceding three (3) years if they exist. The submission must include the auditor's opinion, the balance sheet, and statements of income, statement of owner's equity, cash flows, and the notes to the financial statements. If independently audited financial statements do not exist, Bidder must state the reason and, instead submit sufficient information to enable DOM to assess the financial stability or solvency of the Bidder, such as financial statements, credit ratings, a line of credit, or other financial arrangements sufficient to enable the Bidder to be capable of meeting the requirements of this IFB. Follow Bid Submission Format for financial statements at **Section 3.4.14**.

Bidders must fully respond to each requirement by fully describing the manner and degree by which the bid meets or exceeds these qualifications or completing the required attestation. If a Bidder is unable to meet or exceed these qualifications or otherwise comply with minimum qualification requirements, then the Bidder will be disqualified.

1.10.3 Capability to Provide Services (Attachment C: Addendum 2)

In order for a bid to be deemed Responsible, Bidder shall provide written descriptions that clearly demonstrate its capability to meet the requirements as outlined in Section 2: Scope of Services, as a narrative addendum to Attachment C entitled, "Attachment C: Addendum 2: Capability to Provide Services".

1. **Bidder Experience and Capabilities:** Provide a narrative, detailed description, no longer than 2 pages, stating in detail the Bidder's experience administering document shredding services, including:
 - a. Years in business: How long has the bidder been operating in the document shredding industry;
 - b. Fleet: How many vehicles are available for document pick-up and destruction;

- c. Subcontractor(s): Will the bidder use subcontractors to perform any aspects of the service;
 - d. On-site Bins: Can the Bidder provide four locked bins per location that will remain onsite throughout the contract? Will the bidder be able to meet the bin size requirement? A master key for these bins should be provided to the location manager. Will the vendor be able to accommodate the up to 100 95-96 gallon bin pick up each month per location; and
 - e. Acceptable Material: What condition of paper will be accepted for shredding? Can other media (e.g., CDs, DVDs, USBs, other media) also be collected and destroyed?
2. **Document Destruction and Security Measures:** Provide a narrative description, no longer than 2 pages, of the Bidder's capabilities in securely destroying personal health information (PHI). This should include information about the shredding methods used, the security precautions taken during the shredding process, and the Bidder's ability to provide a Certificate of Destruction upon completion of each shredding service.
 3. **Shredding Service Process:** Provide a narrative description, no more than 2 pages, describing the Bidder's typical scheduling process for the monthly shredding service.
 4. **Contractor Representative Requirements:** Provide a narrative description, no more than 1 page, of the background check process used for contractor representatives who make document pickups. Specify the type of background check conducted (e.g., criminal history, credit check, reference verification) and the level of detail included. Additionally, indicate whether contractor representatives will be required to wear a uniform or carry identification that clearly identifies them as affiliated with the contractor.

1.11 Accuracy of Statistical Data

If applicable, all statistical information provided by DOM in relation to this IFB represents the best and most accurate information available to DOM from DOM records at the time of the IFB preparation. DOM, however, disclaims any responsibility for the inaccuracy of such data. Should any element of such data later be discovered to be inaccurate, such inaccuracy shall not constitute a basis for contract rejection by any Bidder. Neither shall such inaccuracy constitute a basis for renegotiation of any payment rate after contract award. Statistical information concerning DOM operations is available on DOM's website.

1.12 Procurement Regulations

This solicitation shall be governed by the applicable provisions of the *Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations*, a copy of which is available on the Mississippi Department of Finance and Administration's website (www.dfa.ms.gov). Any bidder responding to a solicitation for personal and professional services and any contractor doing business with a state Agency is deemed to be on notice of all requirements therein.

1.13 Property Rights

Property rights do not inure to any Bidder until such time as services have been provided under a legally executed contract. No party responding to this IFB has a legitimate claim of entitlement to be awarded a contract or to the provision of work thereunder. DOM is under no obligation to award a contract and may terminate a legally executed contract at any time.

1.14 Electronic Availability

The materials listed below are on the Internet for informational purposes only. This electronic access is a supplement to the procurement process and is not an alternative to official requirements outlined in this IFB.

This IFB, any amendments thereto, and IFB Questions and Answers (following official written release) shall be posted on the Procurement page of the DOM website at: <http://www.medicaid.ms.gov/resources/procurement/>. Information concerning services covered by Mississippi Medicaid and a description of the DOM organization and functions can also be found on the Procurement page of the DOM website.

DOM's website is <http://www.medicaid.ms.gov> and contains Annual Reports, Provider Manuals, Bulletins and other information. The DOM Annual Report Summary provides information on beneficiary enrollment, program funding, and expenditures broken down by types of services covered in the Mississippi Medicaid program for the respective fiscal years.

The State of Mississippi website is: <http://www.mississippi.gov>.

Mississippi's Accountability System for Government Information and Collaboration (MAGIC) system information can be found at <https://portal.magic.ms.gov>. MAGIC can be used to register as a supplier to allow businesses to receive upcoming RFX opportunity notifications based on the product categories requested by the supplier. Businesses can search the MAGIC system for upcoming RFXs, respond electronically to some solicitations and receive purchase orders by email. If you are interested in registering, please visit <https://www.dfa.ms.gov/mmrs-vendors>.

Information regarding Mississippi Department of Information Technology Services' (MS ITS) Enterprise Security Policy can be found at: [Secretary of State Administrative Bulletin/Enterprise Security Policy](#).

Information regarding Mississippi Department of Information Technology Services' (MS ITS) Cloud Enterprise Security Policy can be found at: [Secretary of State Administrative Bulletin/Cloud Enterprise Security Policy](#).

Rules and Regulations of the Public Procurement Review Board, Office of Personal Services Contract Review Board can be found at <https://www.dfa.ms.gov/dfa-offices/personal-service-contract-review/>.

The Mississippi Code of 1972 covers all sections of and amendments to the Constitution of the United States and the Constitution of the State of Mississippi. Access to the Mississippi Code can be <https://www.sos.ms.gov/communications-publications/mississippi-law>.

2.0 PROJECT OVERVIEW

The DOM Office of Eligibility is in need of document shredding services for one Central Office and all 30 DOM Regional Office locations throughout the State of Mississippi.

DOM intends to award one to three contract(s) for the services required herein. DOM further reserves the right to reject any and all responses to this solicitation at any point during the evaluation, awarding, or negotiation process.

The term for the services required herein shall begin on February 6, 2025, and end on February 5, 2026.

2.1 Scope of Services

The Scope of Services describes the performance requirements for the Bidder. Bidder shall provide a written response as required under Section 1.10, Eligibility and Minimum Qualifications, indicating its understanding of these requirements and its ability to meet these requirements. This written response should be Addendum 2 to the bid form in Attachment C. See the requirement for “Capability to Provide Services” in Section 1.10.3.

DOM reserves the right to make appropriate adjustments in the Scope of Services by written agreement between DOM and the Bidder on an as needed basis.

2.1.1 Bidding Requirements

DOM's 30 regional offices are organized into 10 distinct regions. To facilitate the bidding process, these 10 regions and the Central Office Locations are organized into three groups. Bidders shall submit bid amounts for one, two, or all three groups. However, the lowest, responsive and responsible bid per group will be selected for award. In the event that a single bidder is awarded as the responsive and responsible bid at the lowest price for multiple groups, these groups may be consolidated into a single contract. Bidders may utilize subcontractors in their bid responses; however, the bidder is the primary contractor and shall remain responsible for all services, including those delivered by subcontractors. A detailed breakdown of these groups is outlined in Figure 1.2 below. Additionally, **Attachment C, the Bid Form** of this IFB, allows for bidding on the individual groups.

Figure 1.2 Bidding Groups by Region and Central Office Locations

Bidding Group Name	Regional and Central Office Breakdown
Group A	Regions 1, 2, 3, 6, and 10 (Total 15 Offices)
Group B	Regions 4, 8, and the Central Office Location (Total Seven Offices)
Group C	Regions 5, 7, and 9 (Total Nine Offices)

(See **Attachment I – DOM Central and Regional Office Locations** for region breakdown)

2.1.2 General Requirements

Bidder shall provide DOM with professional document destruction services for the Central Office and all 30 DOM Regional locations listed in Attachment I, DOM Central and Regional Office Locations. Documents to be shredded contain Personal Health Information, and therefore the documents shall be disposed of in a secure and confidential manner.

1. Bidders shall provide monthly on-site shredding services for the Central Office and each Regional Office location to support DOM's document scanning initiatives. The service shall accommodate a monthly collection of up to 100 95-96 gallon rolling bins per location per month. Additionally, four (4) 95-96 gallon rolling bins will remain on-site at each location for paper collection and storage and be included in the monthly 100-bin collection limit. The volume of documents varies between each of our Office locations.

2. Bidder shall maintain all bins in operable condition, replacing locks, lids, handles, etc. as needed at no cost to DOM. Contractor shall replace damaged containers at no additional charge to DOM. A master key should be provided to each Regional Office Manager and the Central Office Manager.
3. The Central Office and the DOM Regional Offices will primarily have paper material (office papers, computer paper, colored paper, file folders, envelopes, etc.). Bidder should disclose the condition of documents to be accepted for shredding.
4. Bidder shall provide a list of other types of media that can be collected and destroyed.
5. Shredding pick-ups must be scheduled between the hours of 8:00 AM and 5:00 PM Central Time, Monday through Friday, excluding state holidays. Specific dates and times will be arranged in coordination with each of the Office locations and the contractor. Shredding pick-ups will generally occur on the same day of the week, unless the contractor provides at least 24 hours' notice to schedule a different day. The contractor will coordinate with the Office Manager to determine the rescheduled pick-up day.
6. Immediately following the completion of each document shredding service, the Contractor shall provide a Certificate of Destruction to the specific Office location where the shredding took place.
7. The frequency of pickups and schedule may be adjusted at any time by DOM to better compliment DOM's requirements. DOM shall be charged the rates provided on the bid form only upon the completion of a scheduled pick-up and destruction of material. DOM has the sole right to cancel any scheduled pickup/delivery without charge or penalty up to 2 days prior to scheduled pick up. DOM shall have no obligation to Contractor if no scheduled services are required. The frequency is only an estimate, and Contractor understands and agrees that DOM is under no obligation to Contractor to continue the amount or frequency of the services as a result of having provided this estimate or having any typical or measurable requirement in the past.
8. The Contractor may subcontract services at no additional cost to DOM. If contractor chooses to subcontract any of the locations listed in **Attachment I, DOM Central and Regional Office Locations**, the Contractor will be responsible for oversight of subcontractor operations. No delegation of responsibility, whether by subcontract or otherwise, shall terminate or limit in any way the liability of the Contractor to perform the services in the IFB. Subcontract agreements for services hereunder shall be subject to and controlled by the terms and conditions of the Contract between DOM and the Contractor. DOM will make contract payments only to the Contractor.
9. All contractor representatives who make document pickups must wear a standard uniform or carry identification that clearly indicates their affiliation with the contractor. These representatives must also be bonded and have undergone background checks. DOM personnel will accompany contractor representatives to the collection bins during pickups.

2.2 Travel

All travel performed in conjunction with performing the responsibilities of this Contract should be included in the operations costs as necessary.

2.3 Contractor Payment

The Contractor is solely responsible for fulfillment of the contract terms with DOM. DOM will make contract payments only to the Contractor.

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The Contractor shall be paid monthly in accordance with the Contractor's bid price proposal which shall be a firm and fixed price, unless otherwise specified, for the period of the Contract. The Contract award will be based on the submitted price per year and the total amount payable under the Contract will not exceed the submitted price per year.

Payments will be based on submitted invoices. The invoice format must be agreed upon by DOM and the contractor and should include, at a minimum, an invoice number, client information, and a detailed description of the work performed (including dates of service, pickup locations, and type of shredding). To streamline the payment process, DOM requires a single monthly invoice that includes the total cost for all locations. In addition to the applicable Certificates of Destruction, this invoice must be accompanied by a spreadsheet or report detailing the services provided at each location during the month.

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3.0 PROCUREMENT PROCESS

3.1 Approach

This IFB is designed to provide the Bidder with the information necessary to prepare a competitive Bid. The IFB process is designed to give DOM a quality service at the lowest price from a responsive and responsible Bidder. DOM reserves the right to interpret the language of this IFB or its requirements in a manner that is in the best interest of the State.

DOM shall ensure the fair and equitable treatment of all persons and Bidders in regard to the procurement process. The procurement process provides for the evaluation of the IFB and selection of the lowest responsive and responsible Bidder in accordance with Federal and State laws and regulations. Specifically, the procurement process is guided by appropriate provisions of the *Mississippi Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations*.

Submission of a sealed bid in response to this IFB constitutes acceptance of the following:

1. The conditions governing the procurement process,
2. The bidder meeting eligibility and minimum qualifications described in **Section 1.10** of this IFB,
3. The price submission methodology in **Attachment C, Bid Form**, and
4. Certification that the Bidder's submitted bid is firm and binding for 180 calendar days after due date.

No public disclosure or news release pertaining to this procurement shall be made without prior written approval of DOM. Failure to comply with this provision may result in the Bidder being disqualified.

3.2 Multi-Term Contracts

Unless otherwise provided by law, a contract for personal and professional services may be entered into for a maximum period of performance of five years. Multi-term contracts are those contracts which (1) have a period of performance lasting more than one year; (2) have a period of performance which spans two or more state fiscal years; and/or (3) have renewal clauses which, if exercised, would make the period of performance more than one year or make the period of performance span two or more state fiscal years.

This solicitation **does not** provide for a multi-term contract. This contract for services may be entered into for a period of time not to exceed one (1) year.

3.3 Rules of Procurement

To facilitate the DOM procurement, various rules have been established and are described in the following sub-sections.

Additionally, this procurement is governed by the *Mississippi Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations*, effective date September 6, 2024, located on this website: <https://www.dfa.ms.gov/>, the requirements of Miss. Code Ann. §§ 31-7-401 through -423, and any other applicable law.

All applicable rules, regulations, and legal authorities will be applied as necessary in this procurement, regardless of whether it is specifically stated herein.

3.3.1 Restrictions on Communications with DOM staff

From the issue date of this IFB until a Contractor is selected and the contract is signed, Bidders and/or their representatives are not allowed to communicate with any DOM staff regarding this procurement except the IFB Issuing Officer. For violation of this provision, DOM shall reserve the right to reject any bid.

3.3.2 Amendments to this IFB

DOM reserves the right to amend the IFB at any time. All amendments shall be posted to the DOM website at www.medicaid.ms.gov/resources/procurement and the Mississippi Contract/Procurement Opportunity Search Portal website, https://www.ms.gov/dfa/contract_bid_search/Bid?autoloadGrid=False. It is the Bidder's responsibility to check DOM's website periodically for notices or addendums before the bid opening date.

Amendments to the IFB shall be identified as such and shall require that the Bidder acknowledge receipt thereof. The amendment shall reference the portions of the IFB it amends. Question and Answer documents shall be treated in the same manner as amendments.

3.3.3 Acceptance of Bids

After receipt of the bids, DOM reserves the right to award the contract(s) based on the terms, conditions, and premises of the IFB and the bid of the selected Contractor without negotiation.

DOM reserves the right to exclude any and all non-responsive bids from any consideration for contract award. DOM shall award a firm fixed price contract to the lowest Bidder whose offer is responsive to the IFB.

3.4 Bid Evaluation

Only objectively measurable criteria set forth in this IFB shall be applied in bid evaluation. Criteria not set forth in this IFB may not be used to evaluate the bids. The contract(s) may only be awarded to the lowest responsive and responsible bidder(s).

In order to determine which bidder is the lowest responsive and responsible bidder, DOM shall evaluate: (1) whether each bidder was responsive and provided all required information in the format required by the IFB; (2) whether each bidder is responsible and objectively meets the minimum qualifications or other criteria listed in the IFB required to determine whether the bidder has the skills, experience, and/or qualifications to successfully provide the services; and (3) which of the responsive and responsible bidders submitted the lowest overall price.

3.4.1 Responsive Bidder

Bidder must submit a bid which conforms in all material respects to the IFB requirements. Non-responsive bids shall be rejected.

3.4.2 Responsible Bidder

Bidder must meet the minimum qualifications established by DOM which were included in the IFB. The established minimum qualifications are aimed at determining whether a vendor has the capability in all respects to fully perform the contract requirements, determining whether a vendor has the integrity and

reliability which will assure good faith performance, and reducing the risk of a subsequent default or unsatisfactory performance by a vendor which would result in additional administrative costs to DOM. Bid responses that do not meet the minimum qualifications shall be rejected.

3.4.3 Bid Modification and Withdrawal

Bidders may modify or withdraw their bids under certain conditions. To the extent it is not contrary to the interest of DOM or the fair treatment of other bidders, any bidder may withdraw his bid and submit a modified bid at any point prior to the bid submission deadline. Modified bids shall not be opened until the bid opening. Unless the IFB provides otherwise, any bidder submitting more than one bid will be deemed to have withdrawn the bid submitted earlier in time in favor of the bid submitted later in time.

A bidder may withdraw a bid at any time by written notice to DOM official designated in the IFB. If any such withdrawal occurs by the successful bidder(s) after the bid opening and/or issuance of the Notice of the Intent to Award, DOM may cancel the solicitation or proceed with award of a contract as if the withdrawn bid had not been submitted.

Unless requested by DOM, no other amendments, revisions, or alterations to bids shall be accepted after the bid due date.

Any submitted bid shall remain a valid bid for 180 calendar days from the bid due date.

3.4.4 Confirmation of Bid

When DOM knows or has reason to conclude that a mistake has been made, DOM may request the bidder to confirm the bid. Situations in which confirmation may be requested include obvious, apparent errors on the face of the bid or a bid which is unreasonably lower than the other bids submitted. If the bidder alleges a mistake, the bid shall be considered withdrawn unless correction meets the definition of a minor informality. DOM shall have the sole discretion as to whether confirmation of a bid is warranted, but DOM shall exercise that discretion in a manner that is fair to all bidders.

3.4.5 Minor Informalities and Irregularities

DOM has the right to waive minor defects or variations of a bid from the exact requirements of the specifications that do not affect the price, quality, quantity, delivery, or performance of the services being procured and if doing so does not create an unfair advantage for any bidder. If insufficient information is submitted by a bidder for DOM to properly evaluate the offer, DOM has the right to require such additional information as it may deem necessary after the submission deadline, provided that the information requested does not change the price, quality, quantity, delivery, or performance time of the services being procured and such a request does not create an unfair advantage for any bidder.

3.4.6 Receipt of Acknowledgement of Amendments

Written acknowledgement of *all* amendments to the IFB shall be received from *all* bidders prior to issuance of the Notice of Intent to Award.

DOM may, at its discretion, allow bidders to submit missing acknowledgements after the bid submission deadline but prior to issuance of the Notice of Intent to Award. This decision will be made fairly for all

bidders. Any bidder who does not provide DOM acknowledgement(s) of every amendment issued may be deemed non-responsive and not eligible for award.

3.4.7 Multiple or Alternate Bids

Each Bidder, its subsidiaries, affiliates, or related entities shall be limited to one bid which is responsive to the requirements of this IFB. Failure to submit a responsive bid shall result in the rejection of the bid. Submission of more than one bid by a Bidder may, at the discretion of DOM, result in the summary rejection of all bids submitted. A bid shall not include variable or multiple pricing options.

3.4.8 Bidder Submitting More Comprehensive Services

The contract shall be awarded to the bidder who submitted the lowest responsive and responsible bid based on the criteria set forth in the IFB. DOM will only consider the specific services outlined in the IFB when evaluating bids. Any additional services offered by bidders will not be factored into the contract award decision. However, DOM may accept unsolicited services if they are provided at no cost to DOM and if the bidder would have been selected for contract award even without offering these extra services.

3.4.9 Low Tie Bids

Low tie bids exist when two or more responsive and responsible bidders submit identical, lowest overall bids that meet all IFB requirements. In such cases, DOM will determine the winning bidder according to the procedures outlined in Section 5.5.8, **Low Tie Bids**, of the *PPRB OPSCR Rules and Regulations*.

3.4.10 Single Bids Received

If only a single bid is received which is responsive and responsible, DOM may award to the single bidder according to the procedures outlined in Section 5.5.9, **Single Bid Received**, of the *PPRB OPSCR Rules and Regulations*.

3.4.11 Conditional Bids Prohibited

Any bid which is conditioned upon receiving award of the particular contract being solicited and another contract shall be deemed non-responsive and not eligible for award.

3.4.12 Nonconforming Terms and Conditions

A bid response that includes terms and conditions that do not conform to the terms and conditions in the IFB is subject to rejection as non-responsive. DOM reserves the right to permit the Bidder to withdraw nonconforming terms and conditions from its bid response prior to a determination by DOM of non-responsiveness.

3.4.13 Responsible Contractor

DOM shall contract only with a responsible Contractor or Contractors who possesses the ability to perform successfully under the terms and conditions of the proposed procurement and implementation.

3.4.14 Bid Submission Format

All bids must be submitted as a single, searchable Adobe Acrobat PDF file. The PDF should be in the following format:

1. Attachment A – Bid Cover Sheet,
2. Attachment C – Bid Form,
 - a. Attachment C: Addendum 1: Minimum Qualifications,
 - b. Attachment C: Addendum 2: Capability to Provide Services, and
 - c. Attachment C: Addendum 3: Additional Supporting Documentation (not required).
3. Attachment D – Disclosure of Subcontractor Information,
4. Attachment E – References,
5. Attachment G – DHHS Certification Drug-Free Workplace,
6. Attachment H – Certification Debarment, Suspension, and Other Responsibility Matters,
7. Attachment I – DOM Central and Regional Office Locations List,
8. Attachment J – Amendment Acknowledgments (if applicable), and
9. Appendix A – Financial Statements

A cover page is required for each Attachment subsection. The cover page for each subsection of the Bid must include the IFB#, the Attachment title, and the name of the Bidder. All information must be presented in the same order and format as described above. The one combined PDF file should be uploaded in SharePoint with the file name: IFB #, BIDDER’S NAME, Shredding Services.

For the Minimum Qualifications and the Capabilities to Perform Services attachment subsections, the header of each page should indicate the corresponding element to which the page is responsive. For instance, if the page is part of the Bidder’s response to Section 1.10.3, Capability to Provide Service for 1. Bidder Experience and Capabilities, the Header on that page should read as follows: Addendum 2: Capability to Provide Services, 1.10.3(1): Bidder Experience and Capabilities, Page 1 of 2.

Headers should be aligned with the right-hand margin of the page. Each page of the bid and all attachments shall be numbered and appear in the footer of each page, centered. Except for third party printed materials that cannot be edited. Example: Financial Statements prepared by independent auditors.

For the Additional Supporting Documentation attachment subsection, use the same header format as above; however, include on the second line the title of document provided. For all other attachments (such as Attachment A, Bid Cover Sheet), include the required documents behind the appropriate cover page for that attachment.

At the end of each response to an element by the Bidder, the Bidder should type “[END OF RESPONSE]” and leave the remainder of the page blank, beginning the response to the next element on the next page. For instance, at the end of the Bidder’s response to Addendum 2: Capability to Provide Services, 1.10.3(1): Bidder Experience and Capabilities, the Bidder should type [END OF RESPONSE] at the end of that page, then begin its answer for Addendum 2: Capability to Provide Services, 1.10.3(2): Document Destruction and Security Measures, on the next page.

Failure to submit a bid on the bid form provided may be considered just cause for rejection of the bid. Modifications or additions to any portion of the procurement document may be cause for rejection of the

bid. DOM reserves the right to decide on a case-by-case basis, whether to reject a bid with modifications or additions as nonresponsive. As a precondition to bid acceptance, DOM may request the Bidder to withdraw or modify those portions of the bid deemed non-responsive that do not affect quality, quantity, price, or delivery of the service.

Electronic files shall not be password protected and shall be capable of being copied to other media including Microsoft Word or Adobe Acrobat.

Once Bidders have uploaded their files to SharePoint, they may ask DOM to verify receipt of responses by emailing Procurement@medicaid.ms.gov before the deadline of submissions.

Bid submissions, including all files, must be received by DOM by **2:00 p.m. CST, December 17, 2024**. After the deadline, the Bidder will no longer have access to SharePoint. No exceptions will be made. DOM is not responsible for bids that are uploaded into SharePoint and system timestamped after the 2:00 p.m. submission time. To avoid late submissions, please allow ample time for uploading files to SharePoint. Any bid submissions or modifications after the deadline will not be considered.

It is the Bidder's responsibility to check DOM's website periodically for notices or addendums before proposal opening at <https://medicaid.ms.gov/resources/procurement/>.

3.5 Bid Receipt and Bid Opening

3.5.1 Late Bids

Any bids received after the time and date set for receipt of bids is late. No late bids shall be considered for an award unless the Agency has determined, in writing, that considering such a bid is in DOM's best interest and does not prejudice the other bidders.

3.5.2 Bid Opening

The Office of Procurement shall open bids in the presence of one or more DOM staff members on the date and time specified in the IFB. Bids will not be opened publicly. The name of each bidder and amount bid shall be recorded. This information will be made public as part of the DOM's procurement file on DOM's website once the Notice of Intent to Award is posted and will remain accessible until a contract resulting from the procurement is fully executed following PPRB approval. After contract approval, this document will be made available to the public in accordance with the Mississippi Public Records Act of 1983.

3.6 Notice of Intent to Award

DOM will award through written notice to the Bidder(s) with the lowest responsive and responsible bid(s) that meets the requirements and criteria set forth in the IFB. The Notice of Intent to Award will be posted on DOM's website and the Mississippi Contract/Procurement Opportunity Search Portal. All participating Bidders shall be notified of DOM's intent to award a contract. The Notice of Intent to Award shall be sent by e-mail to the winning bidder. Unsuccessful Bidders shall also be notified in the same manner. A copy of DOM's procurement file shall be posted on DOM's website at the time the Notice of Intent to Award is posted.

In addition to all documents related to the procurement and/or required by *PPRB OPSCR Rules and Regulations*, DOM shall include a copy of all bids received. Where any bidder submitted a redacted bid the redacted copy of the bid, rather than the complete copy of the bid, shall be posted on DOM's website.

Consistent with existing state law, no Bidder shall infer or be construed to have any rights or interest to a contract with DOM until final approval is received from all necessary entities and until both the Bidder and DOM have executed a valid contract.

3.7 Reconsideration of the Intent to Award

3.7.1 Procedure for Requesting a Reconsideration of Award

A bidder who responded to an IFB has an opportunity to request that the procuring Agency reconsider its intent to award the contract to a specific bidder or bidders. The reconsideration request shall be filed with DOM's Chief Procurement Officer and the Department of Finance and Administration Director of the OPSCR within three (3) business days following the issuance of the Notice of Intent to Award and the posting of DOM's procurement file in compliance with Sections 5.6.1.1 and 5.6.1.2 of the *PPRB OPSCR Rules and Regulations*. It shall be the sole responsibility of the requesting vendor to ensure the request is timely received by all required parties. Failure to timely request reconsideration results in waiver of any claim a potential bidder may have had as to DOM's decision to award the contract.

3.7.2 Submission of Reconsideration Request of the Intent to Award

Reconsideration requests shall be emailed to the Chief Procurement Officer at procurement@medicaid.ms.gov with the subject line labeled "Reconsideration of the Notice of Intent to Award". The written request shall include at a minimum the following information:

1. The vendor's name and address;
2. A single contact person to include all contact information;
3. RFX number of the Solicitation, IFB number, and date the IFB was issued;
4. Date the Notice of Intent to Award was issued;
5. Provide appropriate identification of which *PPRB OPSCR Rules and Regulations* have been violated by DOM during the bid evaluation process;
6. Explain the factual basis for the alleged violation(s);
7. Specify how the alleged violation(s) affected the outcome of the procurement.

Request may not be based on anything other than the procurement file, the *PPRB OPSCR Rules and Regulations*, and the terms of the solicitation. The request shall not be supplemented.

Exhibits shall not be included with the request. Requesting vendor shall clearly identify the portion(s) of the procurement file at issue in its request. Reference to documents outside of the procurement file or facts not supported by the procurement file shall not be considered when responding to the request.

If the requesting bidder believes the procurement file posted on the DOM's website is incomplete (i.e., does not contain a document or documents required) the requesting bidder shall so state in the request and shall specify what it believes to be missing.

Should the requesting bidder believe the trade secrets and/or confidential commercial and financial information which were redacted from the procurement file posted on DOM's website contain issues related to its request, the requesting bidder shall state those concerns in the request – even if speculative – in a manner which is specific enough for the DOM to provide a response.

Reconsideration request of the Notice of Intent to Award exists only for contracts requiring PPRB approval.

A reconsideration request not filed within three (3) business days of posting of the Notice of Intent shall not be considered.

3.7.3 Decision on Request for Reconsideration of Notice of Intent to Award

DOM shall consider whether the violation alleged is reflected in the procurement file and shall issue a written response to the request. It is at DOM's discretion to make subjective decisions in response to a request for reconsideration to be supported by a legitimate business reason and exercised in a manner that is fair to all potential bidders. DOM's decision shall be issued in a sufficient amount of time for the requesting bidder to consider DOM's response in preparation of its bid, even if this requires DOM to amend the deadline.

DOM shall provide the most complete response possible to any questions or issues raised related to documents missing from the posted procurement file. If DOM failed to post the complete procurement file, the three (3) day limitation to bidders to request reconsideration of the intent to award was not triggered and shall not be triggered until the complete procurement file is posted.

DOM shall provide the most complete response possible to any questions or issues raised related to the trade secrets and/or confidential commercial or financial information of another bidder without revealing any trade secrets or confidential commercial or financial information.

DOM's decision shall be issued prior to submitting the contract and procurement file to OPSCR for PPRB approval.

Both the request for reconsideration and DOM's decision shall be sent directly to all bidders, including the requesting bidder, posted publicly on DOM's website and on the procurement portal website.

Should DOM determine that the intent to award should be reconsidered in accordance with a bidder's request, DOM shall take reasonable steps to preserve its procurement pursuant to Section 1.4.8 of the *PPRB OPSCR Rules and Regulations* or may cancel the procurement.

3.8 Approval of PPRB

Any contract resulting from an IFB in which the total contract value exceeds \$75,000.00 and which is not otherwise exempt from PPRB's purview shall be submitted for PPRB approval prior to contract execution.

Pursuant to Section 1.1.7.3 of the *PPRB OPSCR Rules and Regulations*, Agencies may immediately execute a contract following oral approval of the contract by the PPRB and are not required to delay contract execution until the PPRB's minutes are final.

3.9 Mississippi Contract/Procurement Opportunity Search Portal

This IFB, and the entire procurement file concerning this IFB, are posted on the Contract/Procurement Opportunity Search Portal and DOM's procurement website.

3.10 Attachments

The attachments to this IFB are made a part of this IFB as if copied herein in words and figures.

3.11 Right to Reject, Cancel and/or Issue Another Solicitation

DOM specifically reserves the right to reject any or all bids received in response to the IFB, cancel the IFB in its entirety, or issue another Solicitation if DOM determines it is in DOM's best interest to do so.

3.11.1 Notice of Cancellation of IFB

When an IFB is canceled, a Notice of Cancellation shall be prepared. The Notice shall identify the solicitation being canceled and provide any information the Agency deems appropriate.

3.11.2 Rejection of Individual Bids

A bid may be rejected for failure to conform to the rules, or the requirements contained in this IFB. Bids shall be responsive to all requirements of the IFB in order to be considered for contract award. Reasons for rejecting individual bids include, but are not limited to:

1. The Bid was non-responsive to the solicitation;
2. The Bidder is deemed non-responsible;
3. DOM – in its sole discretion – determined the proposed price is unreasonable;
4. Lack of competitiveness by reason of collusion or knowledge that reasonably available competition did not occur.
5. The bid contains unauthorized amendments to the requirements of the solicitation;
6. DOM – in its sole discretion – determined the bid is conditional;
7. The bid is incomplete or contains irregularities that make the bid indefinite or ambiguous;
8. The bid is not signed by an authorized representative of the party;
9. The bid contains false or misleading statements or references;
10. The bid ultimately fails to meet the announced requirements of the State in some material aspect;
11. The supply or service item offered in the bid is unacceptable by reason of its failure to meet the requirements of the specifications or permissible alternates or other acceptability criteria set forth in the solicitation;
12. The Bidder does not comply with the Bid Submission Requirements as set forth in this solicitation;
13. The Bidder currently owes the State money;
14. Error in specifications or indication that revisions would be to the State's advantage;
15. Cancellation or changes in the intended project or other determination that the proposed requirement is no longer needed; or
16. Limitation or lack of available funds.

3.11.3 Disposition of Bid

The bid submitted by the successful Bidder(s) shall be incorporated into and become part of the resulting contract(s). All bids received by DOM shall upon receipt become and remain the property of DOM. DOM shall have the right to use all concepts contained in any bid and this right shall not affect the solicitation or rejection of the bid.

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4.0 TERMS AND CONDITIONS

4.1 General

The contract between the State of Mississippi and the Contractor incorporates the following:

1. The contract and any amendments thereto;
2. IFB Questions and Answers as an amendment to the IFB (“IFB Q and A”);
3. The IFB and any amendments thereto, in their entirety, exclusive of the IFB Q and A; and
4. The Contractor’s Bid submitted in response to the IFB and any attachments, in their entirety.

4.1.1 Conflict in Language and the DOM’s Right to Clarify

In the event of a dispute or conflict among the five documents referenced above, or any ambiguities, conflicts, or questions of interpretation of the contract, any such instances shall be resolved as follows:

1. First, by reference to the Contract and any amendments thereto. If Contract Amendments exist, they are referenced first, in order from most recent to least recent. If the matter is still unresolved, then reference shall be made to the original, unamended Contract;
2. Second, the IFB Q and A;
3. Third, the IFB, in its entirety, including any amendments thereto, exclusive of the IFB Q and A; and
4. Fourth, the Contractor’s IFB Bid, if applicable.

If an issue is addressed in one document that is not addressed in another document, no conflict in language shall be deemed to occur. All the documents shall be read and construed as far as possible to be one harmonious whole; however, in the event of a conflict or dispute, the above list is the list of priority.

4.1.2 Contract Amendments

No modification or change of any provision in the contract shall be made, or construed to have been made, unless such modification or change is mutually agreed upon in writing by the Contractor and DOM. The agreed upon modification or change shall be incorporated as a written contract amendment and processed through DOM for approval prior to the effective date of such modification or change. Such a written contract amendment shall also be subject to and become effective based on approval by the Public Procurement Review Board (PPRB) and/or the Department of Finance and Administration Office of Personal Service Contract Review (OPSCR).

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4.2 Performance Standards, Damages, and Retainage

4.2.1 Liquidated Damages

The parties declare and agree that time and punctuality are material and essential elements of this Agreement, and that its terms must be strictly and literally carried out. DOM, in its sole discretion, may assess liquidated damages for the Contractor's failure to carry out the provisions of this Agreement. The parties further declare and agree that the specified liquidated damage amounts to be paid are not meant to be penalties or punitive in nature. Where liquidated damages are available through this Agreement for breaches of Contractor's obligations, the Parties have agreed to such liquidated damage amounts because:

1. The actual damages cannot be measured with a reasonable degree of accuracy at the time this Agreement is made;
2. The cost and difficulty of proving such damages makes it impractical; and
3. The liquidated damages assessed are a reasonable estimate of the loss which will be incurred.

If liquidated damages are insufficient, DOM has the right to pursue actual damages in addition to liquidated damages. In the event such actual damages arise from the same event for which Contractor has been assessed liquidated damages, the amount of any such liquidated damages paid by Contractor shall be credited against the amount of actual damages assessed for the same event. Assessment of any actual or liquidated damages does not waive any other remedies available to DOM pursuant to this Agreement or available under state or federal law. DOM's failure to assess liquidated damages in one or more of the instances described herein will in no event waive the right for DOM to assess liquidated damages or actual damages in the future. Continued violations of the requirements in this Agreement may, in DOM's sole discretion, result in termination of the Agreement without DOM having any further obligation to the Contractor.

DOM will provide written notice to Contractor of DOM's intent and its basis to assess liquidated damages. Contractor shall be provided fifteen (15) calendar days from the date of written notice to respond before DOM invokes the actual or liquidated damage assessment. Any assessments will, in DOM's sole discretion, either be: (1) offset against the subsequent monthly payment(s) to the Contractor by DOM, (2) paid directly to DOM by the Contractor monthly, or (3) DOM will collect the amount of the assessed liquidated damages from future invoice payments without further notice. Any assessed liquidated damages collected may be rescinded, reduced, or retained in full pending DOM's determination of timely disputes. Should the Contractor elect to dispute, it should do so in writing and include any and all evidence it wishes for DOM to consider in support of its dispute. Any decision by DOM on such a dispute constitutes a final decision and can be appealed through DOM's administrative appeal process.

Unless a different amount is specifically set forth below, DOM may, at its sole discretion, assess liquidated damages between one dollar (\$1.00) and one million dollars (\$1,000,000.00) for failure to meet any contract requirement not identified in the chart below or for each such failure that remains uncorrected or otherwise continues to be noncompliant with any provision of this Contract including but not limited to program standards, performance standards, state and federal laws, statutes, policies, and rules.

The determination of the below liquidated damage amounts shall be at DOM's sole discretion up to the below amounts for each requirement:

Shredding Services
 IFB # 20241108
 Office of the Governor – Mississippi Division of Medicaid

IFB Section Reference Number	IFB Requirements	Liquidated Damages
2.1.2 (1)	Failure by Contractor to provide four (4) 95-96 gallon bins in operable condition, as set forth in this IFB.	Liquidated damages up to \$500 for each failure, per calendar day until non-compliance is remedied to DOM's satisfaction.
2.1.2 (5)	Failure by Contractor to meet mutually agreed upon time frames for pick-up of shredding bins.	Liquidated damages up to \$500 for each failure, per calendar day until non-compliance is remedied to DOM's satisfaction.
2.1.2 (6)	Failure by Contractor to provide Certificate of Destruction immediately and no later than two (2) calendar days following the completion of the document shredding service	Liquidated damages up to \$2,500 for each failure, per calendar day until non-compliance is remedied to DOM's satisfaction.
4.19	Unauthorized utilization or disclosure of any confidential information not classified as PHI, in violation of the requirements listed herein. An occurrence means each unauthorized use or disclosure, regardless of the number of persons or additional parties involved.	Liquidated damages up to \$10,000 per occurrence.
4.19.3	Failure for the Contractor or any of its subcontractor(s) to meet the requirements of the Business Associate Agreement (BAA) or Data Use Agreement (DUA). An occurrence means each failure to comply with the BAA or DUA requirements.	Liquidated damages up to \$2,500 per occurrence. An occurrence means each failure to comply with the BAA or DUA requirements.
4.19.3	Failure to meet the requirements of Health Insurance Portability and Accountability Act of 1996 (HIPAA), and the Health Information Technology for Economic and Clinical Health Act (HITECH), and the implementing regulations thereunder, including but not limited to the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and 164, as amended.	Liquidated damages up to \$1,000 per incident. An incident means, with respect to protected health information (PHI), (i) any successful Security Incident which results in or is related to unauthorized access, use or disclosure of PHI, (ii) Breach of Unsecured PHI, or (iii) any loss, destruction, alteration or other event in which PHI cannot be accounted for.

4.2.2 Other Remedies

If Contractor fails to fulfill its duties and obligations pursuant to this Agreement, DOM may, in addition to assessing liquidated and/or actual damages, issue a written notice to Contractor indicating the violation(s)

and advising Contractor that failure to cure the violation(s), to the sole satisfaction of DOM, within a defined time period may lead to the imposition of some or all the following measures:

- a) Require, at the Contractor's sole expense, special training or re-training of some or all of the Contractor's representatives in, including but not limited to, HIPAA laws, rules and regulations, business ethics, policies, rules, procedures, and regulations, and/or any other topic upon which DOM deems such training to be appropriate;
- b) Require additional and more detailed financial reports from the Contractor;
- c) Refuse to allow participation in Contractor incentive pay, if applicable;
- d) Disallow all or part of the cost of the activity or action not in compliance with the Agreement;
- e) Temporarily withhold any payments pending the correction of the deficiency by Contractor and sustain compliance for an appropriate amount of time as determined by DOM;
- f) As allowed by law, require payments to Contractor as reimbursements rather than advance payments;
- g) Withhold authority to proceed to the next phase until receipt of evidence of acceptable performance within a given period of performance;
- h) Require Contractor to complete a Corrective Action Plan (hereinafter "CAP") within a deadline specified by DOM, and if Contractor fails to provide a CAP by the deadline set by DOM, fails to provide a sufficient CAP, as determined by DOM in its sole discretion, or fails to meet the deadline(s) set forth in the CAP for resolution of the issue(s), withhold payments (for the work or deliverables) related to the issue(s) identified by DOM, or exercise any other remedy set forth in this Agreement or available under law;
- i) Require additional project monitoring of the Contractor;
- j) Require the Contractor to obtain technical and/or management assistance at Contractor's expense;
- k) Require temporary management of Contractor by DOM or an entity acceptable to DOM upon a finding by DOM, in its sole discretion, that there is continued egregious behavior on the part of the Contractor;
- l) Refer Contractor to the applicable Federal and/or State agencies for the imposition of civil money penalties;
- m) Refer Contractor to the Mississippi Attorney General's Office;
- n) Terminate the Agreement, in whole or in part, if Contractor fails to perform its obligations under the Agreement in a timely and proper manner as determined by DOM in its sole discretion;
- o) Recommend suspension or debarment proceedings be initiated by the Federal Funding Agency;
- p) Require the Contractor to correct and/or rework deficient work at Contractor's expense; and
- q) Take any other remedies that may be legally available.

Nothing in this section shall preclude the pursuit of any other remedies allowed by law.

If Contractor's failure to perform satisfactorily requires DOM to contract with another person or entity to perform the services required of Contractor under this Agreement, upon notice setting forth the services and retainage, DOM may withhold from Contractor payments an amount commensurate with the costs

anticipated to be incurred. If costs are incurred, DOM shall account to Contractor and return any excess to Contractor. If the retainage is not sufficient, Contractor shall immediately reimburse DOM the difference or DOM, in its sole discretion, may offset the amount from any payments due to Contractor. Contractor will cooperate fully with the retained Contractor and provide any assistance it needs to implement the terms of its agreement for services for retainage.

Contractor shall cooperate with DOM or those procured resources in allowing access to facilities, equipment, data, or other Contractor resources to which access is required to correct the failure. Contractor shall remain liable for ensuring that all operational performance standards remain satisfied.

4.3 Term of Contract

The term of the contract shall commence on February 6, 2025 and shall expire on February 5, 2026. There will be no optional renewal periods.

4.3.1 Applicable Law

The contract shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect thereto shall be brought in the courts of Mississippi.

4.3.2 Approval

It is understood that if this contract requires approval by the Public Procurement Review Board (PPRB) and/or the Department of Finance and Administration Office of Personal Service Contract Review (OPSCR), and this contract is not approved by PPRB and/or OPSCR, it is void and no payment shall be made hereunder.

4.3.3 Availability of Funds

It is expressly understood and agreed that the obligation of DOM to proceed under this contract is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of appropriated funds. If the funds anticipated for the continuing time fulfillment of the contract are, at any time, not forthcoming or insufficient, regardless of the source of funding, DOM shall have the right upon ten (10) business days written notice to Contractor, to terminate this contract without damage, penalty, cost or expense to DOM of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

4.3.4 Compliance with Equal Opportunity in Employment Policy

Contractor understands that DOM is an equal opportunity employer and therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful, and Contractor agrees during the term of the agreement that Contractor will strictly adhere to this policy in its employment practices and provision of services.

4.3.5 Compliance with Laws

Contractor shall comply with, and all activities under this agreement shall be subject to, all applicable federal, state, and local laws and regulations, as now existing and as may be amended or modified.

4.3.6 Contract Rights

Contract rights do not vest in any party until a contract is legally executed. DOM is under no obligation to award a contract following issuance of this solicitation.

4.3.7 E-Payment

Contractor agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. DOM agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies," which generally provides for payment of undisputed amounts by the agency within 45 days of receipt of invoice. Mississippi Code Annotated § 31-7-301 *et seq.*

4.3.8 E-Verification

If applicable, Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act and will register and participate in the status verification system for all newly hired employees. Mississippi Code Annotated §§ 71-11-1 and 71-11-3. Contractor agrees to provide a copy of each verification upon request of DOM subject to approval by any agencies of the United States Government. Contractor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws.

The breach of this clause may subject Contractor to the following: (1) termination of this contract and exclusion pursuant to Chapter 15 of the Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations; (2) the loss of any license, permit, certification or other document granted to Contractor by an agency, department, or governmental entity for the right to do business in Mississippi; or (3) both. In the event of such termination, Contractor would also be liable for any additional costs incurred by the Agency due to Contract cancellation or loss of license or permit to do business in the state.

4.3.9 Force Majeure

Each party shall be temporarily excused from performance for any period and to the extent that it is prevented from performing any obligation or service, in whole or in part, as a result of causes beyond the reasonable control and without the fault or negligence of such party and/or its subcontractors. Such acts shall include without limitation acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations superimposed after the fact, fire, earthquakes, floods, or other natural disasters ("force majeure events"). When such a cause arises, Contractor shall notify the Agency in writing at its earliest reasonable opportunity of the cause of its inability to perform, how it affects its performance, and the anticipated duration of the inability to perform. All parties shall make reasonable efforts to minimize the impact of the force majeure event on contract performance. DOM may exercise any rights it has under the contract which are available when neither party is in default.

4.3.10 Representation Regarding Contingent Fees

By executing this contract, Contractor represents that it has not retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract. If the Contractor cannot make such a representation, a full and complete explanation shall be submitted in writing to the agency prior to contract execution.

4.3.11 Representation Regarding Gratuities

Contractor represents that it has not, is not, and will not offer, give, or agree to give any employee or former employee of DOM a gratuity or offer of employment in connection with any approval, disapproval, recommendation, development, or any other action or decision related to the solicitation and resulting contract. Contractor further represents that no employee or former employee of DOM has or is soliciting, demanding, accepting, or agreeing to accept a gratuity or offer of employment for the reasons previously stated; any such action by an employee or former employee in the future, if any, will be rejected by contractor. Contractor further represents that it is in compliance with the Mississippi Ethics in Government laws, codified at Mississippi Code Annotated §§ 25-4-101 through 25-4-121, and has not solicited any employee or former employee to act in violation of said law.

4.3.12 Paymode

Payments by DOM using the state's accounting system shall be made and remittance information provided electronically as directed by the state and deposited into the bank account of Contractor's choice. DOM may, at its sole discretion, require Contractor to electronically submit invoices and supporting documentation at any time during the term of this Agreement. Contractor understands and agrees that the Agency is exempt from the payment of Mississippi taxes. All payments shall be in United States currency.

4.3.13 Procurement Regulations

This contract shall be governed by the applicable provisions of the *Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations*, a copy of which is available on the Mississippi Department of Finance and Administration's website (www.dfa.ms.gov). Any bidder responding to a solicitation for personal and professional services and any contractor doing business with a state Agency is deemed to be on notice of all requirements therein.

4.3.14 Property Rights

Property rights do not inure to Contractor until such time as services have been provided under a legally executed contract. Contractor has no legitimate claim of entitlement to the provision of work hereunder and acknowledges that DOM may terminate this contract at any time for its own convenience.

4.3.15 Required Public Records and Transparency

Upon execution of a contract, the provisions of the contract which contain the personal or professional services provided, the unit prices, the overall price to be paid, and the term of the contract shall not be deemed to be a trade secret or confidential commercial or financial information pursuant to Mississippi Code Annotated § 25-61-9(7). The contract shall be posted publicly on www.transparency.ms.gov and shall be available for at the Agency for examination, inspection, or reproduction by the public. The

Contractor acknowledges and agrees that DOM and this contract are subject to the *Mississippi Public Records Act of 1983* codified at Mississippi Code Annotated §§ 25-61-1, *et seq.* and its exceptions, Mississippi Code Annotated § 79-23-1, and the *Mississippi Accountability and Transparency Act of 2008*, codified at Mississippi Code Annotated §§ 27-104-151, *et seq.*

4.3.16 Stop Work Order

DOM may, by written order to Contractor at any time, require Contractor to stop all or any part of the work called for by this contract. This order shall be for a period of time specified by DOM. Upon receipt of such an order, Contractor shall forthwith comply with its terms and take all reasonable steps to minimize any further cost to DOM. Upon expiration of the stop work order, Contractor shall resume providing the services which were subject to the stop work order, unless DOM has terminated that part of the agreement or terminated the agreement in its entirety. DOM is not liable for payment for services which were not rendered due to the stop work order.

4.3.17 Termination

4.3.17.1 Termination for Convenience

Termination for Convenience. DOM may, when the interests of the Agency so require, terminate this contract in whole or in part, for the convenience of the Agency. DOM shall give written notice of the termination to Contractor specifying the part of the contract terminated and when termination becomes effective. Contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination Contractor will stop work to the extent specified. Contractor shall complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

Termination for Default. If DOM gives the Contractor a notice that the personal or professional services are being provided in a manner that is deficient, the Contractor shall have 30 days to cure the deficiency. If the Contractor fails to cure the deficiency, DOM may terminate the contract for default and the Contractor will be liable for the additional cost to DOM to procure the personal and professional services from another source. Termination under this paragraph could result in Contractor being excluded from future contract awards pursuant to Chapter 15 of the Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations. Any termination wrongly labelled termination for default shall be deemed a termination for convenience.

4.3.17.2 Termination Upon Bankruptcy

In the event the Contractor becomes insolvent or bankrupt, permanently ceases doing business, makes an assignment for the benefit of its creditors, commences any bankruptcy proceedings or other proceedings in the nature of bankruptcy proceedings or has commenced against it any bankruptcy proceedings or other proceedings in the nature of bankruptcy proceedings. i.e. a receivership, that are not dismissed within sixty (60) days, then DOM shall have the right to terminate this contract for convenience upon written notice as required in 4.3.13 of this IFB. Without limitation, the Contractor's rights under this contract shall include those rights afforded by 11 U.S.C. § 365 of the United States Bankruptcy Code (the "Bankruptcy Code") and any successor thereto. If the bankruptcy trustee of the Contractor or the Contractor as a debtor or the debtor-in-possession rejects this contract under 11 U.S.C. § 365 of the Bankruptcy Code, DOM may avail

itself of all rights and remedies to the full extent contemplated by this contract and 11 U.S.C. § 365 of the Bankruptcy Code, and any other relevant laws.

This contract may be terminated in whole or in part by DOM upon written notice to Contractor, if Contractor should become the subject of bankruptcy or receivership proceedings, whether voluntary or involuntary, or upon the execution by Contractor of an assignment for the benefit of its creditors. In the event of such termination, Contractor shall be entitled to recover just and equitable compensation for satisfactory work performed under this contract, but in no case shall said compensation exceed the total contract price.

In the event DOM elects to terminate the contract under this provision, it shall do so by sending Notice of Termination to the Contractor by certified mail, return receipt requested, delivered in person, or delivered by electronic mail. The date of termination shall be the close of business on the date specified in such notice to the Contractor. In the event of the filing of a petition in bankruptcy by or against a principal subcontractor, the Contractor shall immediately so advise DOM. The Contractor shall ensure and shall satisfactorily demonstrate to DOM that all tasks related to the subcontract are performed in accordance with the terms of this contract.

4.3.18 Nonperformance or Delayed Performance of a Subcontractor

If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth in Section 4.2 of this IFB, the Contractor shall be deemed to be in breach when the Contractor fails to make reasonable effort to obtain the goods or services to be furnished by the subcontractor from other sources in order to timely meet the Contract requirements. The Contractor shall not be deemed to be in breach only where the services to be furnished by the subcontractor were not reasonably obtainable from other sources in a sufficient time to permit the Contractor to meet the Contract requirements.

4.3.19 Procedure on Termination

4.3.19.1 Contractor Responsibilities

Upon delivery by certified mail, return receipt requested, electronic mail, or in person to the Contractor a Notice of Termination specifying the nature of the termination, the extent to which performance of work under the contract is terminated, and the date upon which such termination becomes effective, the Contractor shall:

- (1) Stop work under the contract on the date and to the extent specified in the Notice of Termination;
- (2) Place no further orders or subcontracts for materials, services or facilities, except as may be necessary for completion of such portion of the work in progress under the contract until the effective date of termination;
- (3) Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination;
- (4) Deliver to DOM within the time frame as specified by DOM in the Notice of Termination, copies of all data and documentation in the appropriate media and make available all records required to assure continued delivery of services to beneficiaries and providers at no cost to DOM;
- (5) Complete the performance of the work not terminated by the Notice of Termination;

- (6) Take such action as may be necessary, or as DOM may direct, for the protection and preservation of the property related to the contract which is in the possession of the Contractor and in which DOM has or may acquire an interest; and
- (7) Pick up any bins owned by the Contractor at DOM locations.

The Contractor has an absolute duty to cooperate and help with the orderly transition of the duties to DOM or its designated Contractor following termination of the contract for any reason.

4.3.19.2 DOM Responsibilities

Except for Termination for, DOM will make payment to the Contractor on termination and at contract price for completed deliverables delivered to and accepted by DOM. The Contractor shall be reimbursed for partially completed deliverables, accepted by DOM, at a price commensurate with actual cost of performance.

In the event of the failure of the Contractor and DOM to agree in whole or in part as to the amounts to be paid to the Contractor in connection with any termination described in this IFB, DOM shall determine on the basis of information available, the amount, if any, due to the Contractor by reason of termination and shall pay to the Contractor the amount so determined.

The Contractor shall have the right of appeal, as stated under Disputes (Section 4.12) from any such determination made by DOM.

4.3.20 Effective Date of Termination

Except as otherwise provided in the Contract, terminations will be effective as of the date specified in the Notice of Termination. The parties may extend the effective date of termination one or more times by mutual written agreement. Contractor Responsibilities, as referenced in Section 4.3.19.1, above, will still be effective after the termination date until the Contractor Responsibilities are concluded and the obligations of the Contractor to DOM are complete.

4.3.21 Terms Survive Termination

The terms set forth in this Contract shall survive the termination of this Contract and shall remain fully enforceable by DOM against the Contractor. In the event that the Contractor fails to fulfill each term set forth in this Contract, DOM shall have the right, but not the obligation, to arrange for the provision of such services and the fulfillment of such terms, all at the sole cost and expense of the Contractor, and the Contractor shall refund to DOM all sums expended by DOM in so doing.

4.4 Notices

Whenever, under this IFB, one party is required to give notice to the other, except for purposes of Notice of Termination under Section 4.3.19.1 of this IFB, such notice shall be deemed given upon delivery, if delivered by hand, electronic mail, or upon the date of receipt or refusal, if sent by registered or certified mail, return receipt requested or by other carriers that require signature upon receipt. Notice may be delivered by facsimile transmission, with original to follow by certified mail, return receipt requested, or by other carriers that require signature upon receipt, and shall be deemed given upon transmission and facsimile confirmation that it has been received. Notices shall be addressed as follows:

In case of notice to the Contractor:

Project Manager
Street Address
City, State Zip Code
Email: _____

In case of notice to DOM:

Executive Director
Division of Medicaid
550 High St., Suite 1000
Jackson, Mississippi 39201
Email: _____

4.5 Contract Assignment and Subcontracting

Contractor acknowledges that it was selected by DOM to perform the services required hereunder based, in part, upon Contractor’s special skills and expertise. Contractor shall not assign, subcontract, or otherwise transfer this agreement, in whole or in part, without the prior written consent of DOM, which may, in its sole discretion, approve or deny without reason. Any attempted assignment or transfer of Contractor’s obligations hereunder without consent of DOM shall be null and void. Approval of a subcontractor by DOM shall not be deemed to be approval of the incurrence of any additional obligation of DOM. Subcontracts shall be subject to the terms and conditions of this agreement and to any conditions of approval that DOM may deem necessary. Subject to the foregoing, this agreement shall be binding upon the respective successors and assigns of the parties.

4.6 Protection of Personal Privacy and Sensitive Data

Protection of personal privacy and sensitive data shall be an integral part of the business activities of the Contractor to ensure that there is no inappropriate or unauthorized use of DOM information at any time. The Contractor shall safeguard the confidentiality, integrity, and availability of DOM information and comply with the following conditions:

- a. All information obtained by the Vendor under the contract shall become and remain property of DOM until destroyed.
- b. At no time shall any data or processes which either belong to or are intended for the use of DOM or its officers, agents, or employees be copied, disclosed, or retained by the Contractor or any party related to the Contractor for subsequent use in any transaction that does not include DOM.

4.7 Right of Inspection

The Division of Medicaid (DOM), Mississippi Office of the State Auditor (OSA), Department of Health and Human Services (DHHS), Centers of Medicare and Medicaid Services (CMS), Office of Inspector

General (OIG), General Accountability Office (GAO), or any other auditing agency prior-approved by DOM, or their authorized representative shall, at all reasonable times, have the right to enter onto the Contractor's premises, or such other places where duties under this contract are being performed, to inspect, monitor, or otherwise evaluate (including periodic systems testing) the work being performed as well as Contractor's books and records pertaining to the extent and cost of services furnished to DOM or eligible recipients.

Contractor shall allow DOM to audit conformance including contract terms, system security, and Data Centers as appropriate. DOM may perform this audit or contract with a third party at its discretion at DOM's expense.

The Contractor shall provide access to all facilities and assistance for DOM and OSA representatives. All inspections and evaluations shall be performed in such a manner as to not delay work. Refusal by the Contractor to allow access to all documents, papers, letters or other materials, shall constitute a breach of contract. All audits performed by persons other than DOM staff shall be coordinated through DOM and its staff.

4.8 Records Retention Requirements

The Contractor shall maintain detailed records evidencing all expenses incurred pursuant to the Contract, the provision of services under the Contract, and complaints, for the purpose of audit and evaluation by DOM and other federal or state personnel. All records, including training records, pertaining to the contract shall be readily retrievable within three (3) business days for review at the request of DOM and its authorized representatives. All records shall be maintained and available for review by authorized federal and state personnel during the entire term of the Contract and for a period of six (6) years thereafter, unless an audit is in progress or there is pending litigation. The right to audit shall exist for six (6) years from the final date of the contract period or from the date of completion of any audit, whichever is later.

4.9 Interpretations/Changes/Disputes

Refer to **Section 4.1** of this IFB for the order of priority in the event of a dispute or conflict between the components of the contract.

DOM reserves the right to clarify any contractual relationship in writing and such clarification shall govern in case of conflict with the requirements of the IFB. Any ambiguity in the IFB shall be construed in favor of DOM.

4.10 Waiver

No assent, expressed or implied, by the parties hereto to the breach of the provisions or conditions of this contract shall be deemed or taken to be a waiver of any succeeding breach of the same or any other provision or condition and shall not be construed to be a modification of the terms of this Contract.

Moreover, no delay or omission by either party to this contract in exercising any right, power, or remedy hereunder or otherwise afforded by contract, at law, or in equity shall constitute an acquiescence therein, impair any other right, power or remedy hereunder or otherwise afforded by any means, or operate as a waiver of such right, power, or remedy. No waiver by either party to this contract shall be valid unless set forth in writing by the party making said waiver. No waiver of or modification to any term or condition of this contract shall void, waive, or change any other term or condition. No waiver by one party to this

contract of a default by the other party shall imply, be construed as or require waiver of future or other defaults.

4.11 Severability

If any part, term or provision of the contract (including items incorporated by reference) is held by the courts or other judicial body to be illegal or in conflict with any law of the State of Mississippi or any federal law, the validity of the remaining portions or provisions shall not be affected and the obligations of the parties shall be construed in full force as if the contract did not contain that particular part, term or provision held to be invalid.

4.12 Disputes

Any dispute concerning the contract which is not disposed of by agreement shall be decided by the Executive Director of DOM who shall reduce such decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the Executive Director shall be final and conclusive. Nothing in this paragraph shall be construed to relieve the Contractor of full and diligent performance of the contract.

4.13 Cost of Litigation

In the event that DOM deems it necessary to take legal action to enforce any provision of the contract, the Contractor shall bear the cost of such litigation, as assessed by the court, in which DOM prevails. Neither the State of Mississippi nor DOM shall bear any of the Contractor's cost of litigation for any legal actions initiated by the Contractor against DOM regarding the provisions of the contract. Legal action shall include administrative proceedings.

4.14 State's Attorney Fees and Expenses

Subject to other terms and conditions of this Agreement, in the event Contractor defaults in any obligations under this agreement, Contractor shall pay to DOM all costs and expenses (including, without limitation, investigative fees, court costs, and attorney's fees) incurred by DOM in enforcing this Agreement or otherwise reasonably related thereto. Contractor agrees that under no circumstances shall DOM or the State be obligated to pay any attorney's fees or costs of legal action to Contractor.

4.15 Indemnification

The Contractor agrees to indemnify, defend, save, and hold harmless DOM, the State of Mississippi, their officers, agents, employees, representatives, assignees, and Contractors from any and all claims and losses accruing or resulting to any and all the Contractor employees, agents, subcontractors, laborers, and any other person, association, partnership, entity, or corporation furnishing or supplying work, services, materials, or supplies in connection with performance of this contract, and from any and all claims and losses accruing or resulting to any such person, association, partnership, entity, or corporation who may be injured, damaged, or suffer any loss by the Contractor in the performance of the contract.

The Contractor agrees to indemnify, defend, save, and hold harmless DOM, the State of Mississippi, their officers, agents, employees, representatives, assignees, and Contractors against any and all liability, loss, damage, costs or expenses which DOM may sustain, incur or be required to pay: 1.) by reason of any person suffering personal injury, death or property loss or damage of any kind either while participating with or receiving services from the Contractor under this contract, or while on premises owned, leased, or operated by the Contractor or while being transported to or from said premises in any vehicle owned, operated, leased, chartered, or otherwise contracted for or in the control of the Contractor or any officer,

agent, or employee thereof; or 2.) by reason of the Contractor or its employee, agent, or person within its scope of authority of this contract causing injury to, or damage to the person or property of a person including but not limited to DOM or the Contractor, their employees or agents, during any time when the Contractor or any officer, agent, employee thereof has undertaken or is furnishing the services called for under this contract.

The Contractor agrees to indemnify, defend, save, and hold harmless DOM, the State of Mississippi, their officers, agents, employees, representatives, assignees, and Contractors against any and all liability, loss, damages, fines, civil or criminal monetary penalties, costs or expenses which DOM or the State may incur, sustain or be required to pay by reason of the Contractor, its employees, agents or assigns: 1.) failing to honor copyright, patent or licensing rights to software, programs or technology of any kind in providing services to DOM, or 2.) breaching in any manner the confidentiality required pursuant to federal and state law and regulations.

The Contractor agrees to indemnify, defend, save, and hold harmless DOM, the State of Mississippi, their officers, agents, employees, representatives, assignees, and Contractors from all claims, demands, liabilities, and suits of any nature whatsoever arising out of the contract because of any breach of the contract by the Contractor, its agents or employees, including but not limited to any occurrence of omission or commission or negligence of the Contractor, its agents or employees.

4.15.1 No Limitation of Liability

Nothing in this agreement shall be interpreted as excluding or limiting any liability of the Contractor for harm arising out of the Contractor's or its subcontractors' performance or nonperformance under this agreement.

4.15.2 Third Party Action Notification

Contractor shall give DOM immediate notice in writing of any action or suit filed, and immediate notice of any claim made against Contractor by any entity that may result in litigation related in any way to this Contract.

4.16 Status of the Contractor

4.16.1 Independent Contractor

Contractor shall, at all times, be regarded as and shall be legally considered an independent contractor and shall at no time act as an agent for DOM. Nothing contained herein shall be deemed or construed by DOM, Contractor, or any third party as creating the relationship of principal and agent, master and servant, partners, joint ventures, employer and employee, or any similar such relationship between DOM and Contractor. Neither the method of computation of fees or other charges, nor any other provision contained herein, nor any acts of DOM or Contractor hereunder creates or shall be deemed to create a relationship other than the independent relationship of DOM and Contractor.

Contractor's personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of DOM. Neither Contractor nor its employees shall, under any circumstances, be considered servants, agents, or employees of DOM, and DOM shall be at no time legally responsible for any negligence or other wrongdoing by Contractor, its servants, agents, or employees.

DOM shall not withhold from the contract payments to Contractor any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to Contractor. Further, DOM shall not provide to Contractor any insurance coverage or other benefits, including Workers' Compensation, normally provided by DOM for its employees.

4.16.2 Personnel Practices

All employees of the Contractor involved in the Medicaid function will be paid as any other employee of the Contractor who works in another area of their organization in a similar position. The Contractor shall develop any and all methods to encourage longevity in Contractor's staff assigned to this contract.

Employees of the Contractor shall receive all benefits afforded to other similarly situated employees of the Contractor.

The Contractor shall sign the Drug Free Workplace Certificate (Attachment G).

4.17 Insurance

On or before beginning performance under the Contract, the Contractor shall obtain from an insurance company, duly authorized to do business and doing business in Mississippi, insurance as follows:

Liability

The Contractor shall ensure that the professional staff and other decision-making staff shall be required to carry professional liability insurance in an amount commensurate with the professional responsibilities and liabilities under the terms of this IFB.

The Contractor shall obtain, pay for and keep in force during the Contract period general liability insurance against bodily injury or death in an amount commensurate with the responsibilities and liabilities under the terms of this IFB.

Workers' Compensation

The Contractor shall take out and maintain, during the life of the Contract, workers' compensation insurance for all employees employed under the Contract in Mississippi. Such insurance shall fully comply with Mississippi Workers' Compensation Law. In case any class of employees engaged in hazardous work under the Contract at the site of the project is not protected under the Workers' Compensation Statute, the Contractor shall provide adequate insurance satisfactory for protection of his or her employees not otherwise protected.

On or before beginning performance under the Contract and on an annual basis thereafter, the Contractor shall furnish to DOM certificates evidencing such insurance is in effect.

4.18 Release of Public Information

Contractor should be aware that the redacted version of its bid is considered a public record and is subject to release by the Division pursuant to and in accordance with Miss. Code Ann. § 25-61-1, et seq. (1972, as amended) and may be used/released for any reason deemed necessary by DOM, including but not limited to, submission to the Public Procurement Review Board (PPRB), posting to the Transparency Mississippi website, produced under the Mississippi Public Records Act, and DOM's website, etc. In the event that either party to the executed Contract receives notice that a third-party requests divulgence of confidential or otherwise protected information and/or has served upon it a subpoena or other validly issued

administrative or judicial process ordering divulgence of confidential or otherwise protected information, that party shall promptly inform the other party and thereafter respond in conformity with such subpoena to the extent mandated by State law. This provision shall survive termination or completion of the executed Contract. The parties agree that this provision is subject to and superseded by Miss. Code Ann. § 25-61-1, et seq. (1972, as amended) regarding Public Access to Public Records and any other applicable state or federal law.

Contractor should be aware that the unredacted version of its bid is considered a public record. If the unredacted version is requested through the Public Records Act, DOM will notify the Contractor, and the Contractor will have 21 days to seek a protective order, as set out in Mississippi Code §25-61-9. However, if a Public Copy is not provided, as required under the Bid Submission Requirement Section 1.3, the unredacted version will be considered a public document that contains no confidential information of the Contractor.

4.19 The Contractor Compliance Issues

The Contractor agrees that all work performed as part of this contract shall comply fully with administrative and other requirements established by federal and state laws, regulations and guidelines, and assumes responsibility for full compliance with all such laws, regulations and guidelines, and agrees to fully reimburse DOM for any loss of funds, resources, overpayments, duplicate payments or incorrect payments resulting from noncompliance by the Contractor, its staff, or agents, as revealed in any audit. In addition, the Contractor agrees that all work performed shall comply with all CMS guidelines.

4.19.1 Federal, State, and Local Taxes

Unless otherwise provided herein, the contract price shall include all applicable federal, state, and local taxes.

The Contractor shall pay all taxes lawfully imposed upon it with respect to this contract or any product delivered in accordance herewith. DOM makes no representation whatsoever as to exemption from liability to any tax imposed by any governmental entity on the Contractor.

4.19.2 License Requirements

The Contractor shall have, or obtain, any license/permits that are required prior to and during the performance of work under this contract.

4.19.3 Health Insurance Portability and Accountability Act of 1996 (HIPAA):

The Contractor shall execute DOM's Business Associate Agreement (BAA) and any required Data Use Agreement (DUA) before or concurrent to contract execution.

All activities under this Agreement regarding the exchange of information and data between DOM and Contractor shall be performed in accordance with any applicable Business Associate Agreement(s), Nondisclosure Agreement(s), and/or Data Use Agreement(s) entered into between the parties and all applicable federal and/or State of Mississippi laws, rules, and/or regulations including the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act (HIPAA) of 1996 (as amended by the Genetic Information Nondiscrimination Act (GINA) of 2008 and the Health Information Technology for Economic and Clinical Health Act (HITECH Act), Title XIII of Division A, and Title IV

of Division B of the American Recovery and Reinvestment Act (ARRA) of 2009) and their implementing regulations at 45 C.F.R. Parts 160, 162, and 164, involving electronic data interchange, code sets, identifiers, and the security and privacy of protected health information, as may be applicable to the services under this Agreement. Each party to this Agreement shall treat all data and information to which it has access under this Agreement as confidential information to the extent that confidential treatment of same is required under federal and State of Mississippi law and any applicable Business Associate Agreement(s), Nondisclosure Agreement(s), and/or Data Use Agreement(s) entered into between the parties, and shall not disclose same to a third party without specific written consent of the other party. In the event that either party receives notice that a third party requested divulgence of the confidential or otherwise protected information and/or has served upon it a subpoena or other validly issued administrative or judicial process ordering divulgence of the confidential or otherwise protected information, the party shall promptly inform the other party, at least five (5) days in advance of any disclosure so that DOM may take appropriate steps to address the disclosure, if needed. The disclosing party shall thereafter respond in conformity with such subpoena as required by applicable State of Mississippi and/or federal law, rules, regulations, and any applicable Business Associate Agreement(s), Nondisclosure Agreement(s), and/or Data Use Agreement(s) entered into between the parties. The provision herein shall survive the termination of the Agreement for any reason and shall continue in full force and effect and shall be binding upon both parties and their agents, employees, successors, assigns, subcontractors, or any party claiming an interest in the Agreement on behalf of, or under, the rights of the parties following termination.

4.19.4 Environmental Protection

The Contractor shall be in compliance with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. § 7606), Section 508 of the Clean Water Act (33 U.S.C. § 1368), Federal Executive Order 11738, and applicable United States Environmental Protection Agency (EPA) regulations which prohibit the use under non-exempt federal contracts, grants, or loans of facilities included on the EPA list of Violating Facilities. The Contractor shall report violations to the applicable grantor federal agency and the United States EPA Assistant Administrator for Enforcement.

4.19.5 Lobbying

The Contractor certifies, to the best of its knowledge and belief, that no federal appropriated funds have been paid or shall be paid, by or on behalf of the Contractor to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

If any funds other than federal appropriated funds have been paid or shall be paid to any person for influencing or attempting to influence an officer or employee of any agency, member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit “Disclosure Form to Report Lobbying,” in accordance with its instructions.

This certification is a material representation of fact upon which reliance is placed when entering into this contract. Submission of this certification is a prerequisite for making or entering into this contract imposed

under 31 U.S.C. § 1352. Failure to file the required certification shall be subject to civil penalties for such failure.

The Contractor shall abide by lobbying laws of the State of Mississippi.

4.19.6 Bribes and Kickbacks Prohibited

The receipt or solicitation of bribes and kickbacks is strictly prohibited.

No elected or appointed officer or other employee of the Federal Government or of the State of Mississippi shall benefit financially or materially from this contract. No individual employed by the State of Mississippi shall be permitted any share or part of this contract or any benefit that might arise there from.

4.19.7 Suspension and Debarment

The Contractor certifies that it is not suspended or debarred under federal law and regulations or any other state's laws and regulations.

The Contractor shall notify DOM, Office of Program Integrity within two (2) business days if its suspension or debarment status changes. Failure to disclose the required information accurately, timely, and in accordance with federal, state and Contract standards shall result in termination of this contract and/or liquidated damages.

4.20 Authority to Contract

Contractor warrants: (a) that it has valid authority to enter into this Agreement; (b) that it is qualified to do business and in good standing with all applicable regulatory and/or licensing agencies in the State of Mississippi; (c) that entry into and performance under this Agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind; and, (d) notwithstanding any other provision of this agreement to the contrary, that there are no existing legal proceedings or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this Agreement.

4.21 Confidentiality

Notwithstanding any provision to the contrary contained herein, it is recognized that DOM is a public agency of the State of Mississippi and is subject to the Mississippi Public Records Act. Mississippi Code Annotated §§ 25-61-1 et seq.

If a public records request is made for any information provided to DOM pursuant to the agreement and designated by the Contractor in writing as trade secrets or other proprietary confidential information, DOM shall follow the provisions of Mississippi Code Annotated §§ 25-61-9 and 79-23-1 before disclosing such information. DOM shall not be liable to the Contractor for disclosure of information required by a court order or required by law.

4.22 Strict Performance

It is expressly understood and agreed that strict performance of the terms and provisions of this Agreement shall be deemed the essence of this Agreement.

Attachment A – Bid Cover Sheet IFB #: 20241108

DOM is seeking to establish a contract for Shredding Services for the Central Office and all DOM Regional Offices. Bids are to be submitted on or before **2:00 p.m., CST, December 17, 2024.**

Bid Cover Sheet is to be used to accompany your electronic file when submitting bid via SharePoint.

A PDF file with the below naming convention should be used when submitting the electronic files to the SharePoint site.

File Name: **BIDDER’S NAME HERE -- SHREDDING SERVICES**

Company Name:	
Company Address:	
Authorized Signature:	
Name and Title:	
Phone Number :	
Email address:	
FEI/FIN # (if company, corporation, or partnership):	
SS# (if individual):	

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

Attachment B – Mandatory Letter of Intent

The Bidder must submit this document, via email in PDF format, no later than **2:00 p.m. CST, November 22, 2024**, to email address: procurement@medicaid.ms.gov. The Bidder bears all risk of delivery and all responsibility for submitting the Letter of Intent timely. Failure to timely submit the Letter of Intent will disqualify the Bidder from participating in this IFB.

Name of Company:	
Address:	
Primary Contact: Name, title, phone number and email address:	
Up to two email addresses can be used for submission of the Bid to SharePoint site (one email address is preferred):	Email #1:
	Email #2: (optional)

By submitting this Letter of Intent, the Bidder acknowledges the following:

- The Bidder must abide by PPRB rules, the rules stated in the IFB, and any other federal or state rules applying to this procurement.
- The Bidder understands that submitting this Letter of Intent does not obligate it to submit a bid.
- If the Bidder does submit a Bid, the Offeror will follow the format required within the IFB.
- The Bidder understands that the Bid must be submitted via SharePoint no later than **2:00 p.m. CST, December 17, 2024**. The Bidder understands that it bears all risks of timely delivery. The Bidder understands that failure to timely submit its Bid will disqualify the Bidder from participating in the solicitation.

To prevent last minute registration/submission issues in SharePoint on Bid due date, assistance must be requested at least two days prior to Bid due date.

Name and Title of person submitting Letter of Intent:	
Signature:	
Date:	

Attachment C - Bid Form

GENERAL

Compensation for services shall be in the form of a firm fixed-rate agreement. Through submission of this form and accompanying **Addendum 1: Minimum Qualifications** and **Addendum 2: Capability to Provide Services**, the Bidder certifies the following:

1. The Bidder shall accept an award made as a result of the submission.
2. The Bidder is registered to do business in the State of Mississippi as prescribed by the Mississippi Secretary of State.
3. The Bidder has not been sanctioned by a state or federal government within the last 10 years.
4. The Bidder has a minimum of three years of experience in contractual services providing the type of services described in this IFB.
5. The Bidder has read, understands and agrees to all provisions of this IFB without reservation and without expectation of negotiation and is able to provide each required component and deliverable as detailed in the Scope of Services.

RELEASE OF BID AS PUBLIC RECORD

Bidders shall acknowledge which of the following statements is applicable regarding release of its bid document as a public record. ***A bidder may be deemed non-responsive*** if the bidder does not acknowledge either statement, acknowledges both statements, or fails to comply with the requirements of the statement acknowledged. Choose one:

- Along with a complete copy of its bid, bidder has submitted a second copy of the bid document in which all information bidder deems to be confidential commercial and financial information and/or trade secrets is redacted in black. Bidder acknowledges that it may be subject to exclusion pursuant to Chapter 15 of the *PPRB OPSCR Rules and Regulations* if DOM or the Public Procurement Review Board determine redactions were made in bad faith in order to prohibit public access to portions of the bid which are not subject to Mississippi Code Annotated §§ 25-61-9, 75-26-1 through 75-26-19, and/or 79-23-1. Bidder acknowledges and agrees that DOM may release the redacted copy of the bid document at any time as a public record without further notice to bidder. A bidder who selects this option but fails to submit a redacted copy of its bid may be deemed non-responsive.
- Bidder hereby certifies that the complete copy of its bid may be released as a public record by DOM at any time without notice to bidder. The bid contains no information bidder deems to be confidential commercial and financial information and/or trade secrets in accordance with Mississippi Code Annotated §§ 25-61-9, 75-26-1 through 75-26-19, and/or 79-23-1. *Bidder explicitly waives any right to receive notice of a request to inspect, examine, copy, or reproduce its bid as provided in Mississippi Code Annotated § 26-51-9(1)(a)*. A bidder who selects this option but submits a redacted copy of its bid may be deemed non-responsive.

Bid Form
Shredding Services – Central Office and Regional Office Locations Statewide
IFB #20241108

SERVICE DESCRIPTION	GROUP A (North and Central) <i>(to include all service fees, if any)</i>	GROUP B (Central) <i>(to include all service fees, if any)</i>	GROUP C (South) <i>(to include all service fees, if any)</i>	TOTAL CONTRACT VALUE <i>February 6, 2025 – February 5, 2026</i>
1. Monthly On-site Shredding Services Rate <i>Note: DOM estimates up to 100 bins per month to be collected and shredded per office location. (Bin size: 95-96 gallons).</i>	\$ _____ <i>(Total of rates x 100 bins x 15 offices x 12 months)</i> Per Bin Rate: _____	\$ _____ <i>(Total of rates x 100 bins x 7 offices x 12 months)</i> Per Bin Rate: _____	\$ _____ <i>(Total of rates x 100 bins x 9 offices x 12 months)</i> Per Bin Rate: _____	\$ _____ <i>(Combined Total of Group Amounts)</i>

Bidding Groups by Region and Central Office Locations

- i. Group A – Regions 1, 2, 3, 6, and 10 (Total 15 Offices)
- ii. Group B – Regions 4, 8, and the Central Office Location (Total 7 Offices)
- iii. Group C – Regions 5, 7, and 9 (Total 9 Offices)

(See Attachment I – DOM Central and Regional Office Locations for region breakdown)

Attachment C - Bid Form - continued

*Bidders shall **not** include any additional charges or additional line items in this bid form. Any additional charges included on a bid form may result in the bid being deemed non-responsive, and the bid will thereby be rejected.*

CERTIFICATIONS - By signing below, the Company Representative certifies that he/she has authority to bind the company and further acknowledges on behalf of the company:

1. That he/she has thoroughly read and understands this IFB and the attachments thereto;
2. That the company meets all requirements and acknowledges all certifications contained in this IFB and the attachments thereto;
3. That the company agrees to all provisions of this IFB and the attachments thereto including, but not limited to, the Required and Optional Clauses to be included in any contract resulting from this IFB as required by the *Mississippi Public Procurement Review Board (PPRB) Office of Personal Service Contract Review (OPSCR) Rules and Regulations*;
4. That the company will perform, without delay, the services required at the prices quoted in this **Attachment C**;
5. That, to the best of its knowledge and belief, the cost or pricing data submitted is accurate, complete, and current as of the submission date;
6. That the company has, or will secure, at its own expense, applicable licensed and certified personnel or personnel with requisite credentials who shall be qualified to perform the duties required to be performed under this IFB; and
7. That the company can and will meet all required laws, regulations, and/or procedures related to Shredding Services and represents that it is licensed, certified and possess the requisite credentials to perform these services. Further, if the company is the successful bidder and the material, equipment, etc., delivered is subsequently found to be deficient pursuant to any federal and state laws and regulations in effect on the date of delivery, all costs necessary to bring the material, equipment, etc. into compliance with aforementioned requirements shall be borne solely by Company.

NON-DEBARMENT - By submitting a bid, the Bidder certifies that it is not currently debarred from submitting bids for contracts issued by any political subdivision or agency of the State of Mississippi or federal government and that it is not an agent of a person or entity that is currently debarred from submitting bids for contracts issued by any political subdivision or agency of the State of Mississippi or federal government.

INDEPENDENT PRICE DETERMINATION – By providing a bid, the Bidder certifies that the prices submitted in response to the solicitation have been arrived at independently and without any collusion, consultation, communication, or agreement with any other bidder or competitor for the purpose of restricting competition.

Attachment C - Bid Form - continued

PROSPECTIVE CONTRACTOR’S REPRESENTATION REGARDING – By responding to this solicitation, the prospective contractor represents as a part of such Contractor’s bid that such contractor has not retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract.

REPRESENTATION REGARDING CONTINGENT FEES – The Contractor represents that it has not retained any person or agency to solicit or secure a State contract upon an agreement or understanding for a percentage, commission, brokerage, or other contingent arrangement to secure this contract. If the contractor cannot make such a representation, a full and complete explanation shall be submitted in writing with the offeror’s response, to DOM prior to contract execution.

REPRESENTATION REGARDING GRATUITIES - The Bidder or Contractor represents that is has not, is not, and will not offer, give, or agree to give any employee or former employee of DOM a gratuity or offer of employment in connection with any approval, disapproval, recommendation, development, or any other action or decision related to the solicitation and resulting contract. The Bidder or Contractor further represents that no employee or former employee of DOM has or is soliciting, demanding, accepting, or agreeing to accept a gratuity or offer of employment for the reasons previously stated; any such action by an employee or former employee in the future, if any, will be rejected by contractor. The Bidder or Contractor further represents that is it in compliance with the Mississippi Code Annotated §§ 25-4-101 through 25-4-121 and has not solicited any employee or former employee to act in violation of said law.

Signature:	
Date:	
Name and Title:	
Company Name:	

Note: Failure to sign the bid form may result in the bid being rejected as non-responsive. Modifications or additions to any portion of this bid document may be cause for rejection of the bid.

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Attachment C - Bid Form - continued

In addition to providing the above information, please answer the following questions regarding your company. The Bidder must answer questions below in order for their bid to be considered.

1. What year was your company started?	
2. Please provide the physical location and mailing address of your company's home office, principal place of business and place of incorporation.	
3. Company structure/organization to include any parent or subsidiary companies. As applicable, please describe the role of any parent and/or subsidiary company in providing the services requested within this IFB.	
4. Is your company currently for sale or involved in any transaction to expand or become acquired by another business entity during either this solicitation or the resultant contract period? If "yes", please provide information regarding such a transaction as it relates to your Company's organization structure (post transaction) and your Company's ability to continue delivery of services (post transaction) as required herein.	
5. If your company is not physically located in Mississippi, how will you supply Shredding Services in Mississippi?	
6. List all licenses, certifications or permits your company possesses that are applicable to performing the services required in this IFB.	

Attachment C - Bid Form - continued

If bidder intends to subcontract components within this IFB, bidder shall identify within its response to each project component described herein, the organizations with which bidder will subcontract. The bidder must meet the minimum qualifications to be deemed responsible to this IFB either directly or by subcontracting with an organization that has the required expertise and experience.

As a separate attachment to bidder’s response, bidder shall provide supporting documentation demonstrating subcontractor’s ability to meet or exceed the minimum qualifications to be deemed responsible to this IFB as identified in, but not limited to **Section 1.10: Eligibility and Minimum Qualifications; Section 1.10.2: Minimum Qualifications; Section 1.10.3: Capability to Provide Services** when the subcontractor, rather than the contractor, will be relied upon to satisfy that minimum requirement. The bidder should also complete **Attachment D, Disclosure of Subcontractor Information** for any subcontractors.

If No Subcontractor, please state “No Subcontractor”	
--	--

Attachment D - Disclosure of Subcontractor Information

Disclosure of Subcontractor Information						
Include information about subcontractors of the Bidder in which the Bidder or owner of the Bidder has a more than 5% ownership interest and/or a management control interest. Use a new form for each subcontractor and/or ownership interest. Use a copy of this page for each subcontractor subject to disclosure.						
This response applies to: <input type="checkbox"/> The Bidder <input type="checkbox"/> An Owner of the Bidder						
If this applies to an owner of the Bidder, name that owner:						
The person or entity named as an: <input type="checkbox"/> Ownership Interest <input type="checkbox"/> Management Control Interest						
If there is an ownership interest, what is the ownership percentage? _____ %						
If there is a management control interest, describe that interest:						
Effective Date of Ownership and/or Management Control:						
Legal Business Name of Subcontractor as Reported to the Internal Revenue Service:						
Doing Business as Name (if applicable):			Tax Identification Number (required):			
Primary Business Address						
Line 1 (Street Name and Number):						
Address Line 2 (Suite, Room, etc.):						
City:		State:	Zip Code:		County:	
Mailing Address (P.O. Box):		City:		State:	Zip Code:	County:
Additional Business Location(s): Duplicate this page to provide all locations if necessary.						
Address Line 1:						
Address Line 2:						
City:		State:	Zip Code:		County:	
Business Location						
Address Line 1:						
Address Line 2:						
City:		State:	Zip Code:		County:	
Business Location						
Address Line 1:						
Address Line 2:						
City:		State:	Zip Code:		County:	

Attachment E – References

Reference 1
Name of Company:
Dates of Service:
Contact Person:
Address:
City/State/ZIP:
Telephone Number:
Cell Number:
Email:
Alternate Contact Person (optional):
Alternate Contact Telephone Number:
Alternate Contact Cell Number:
Alternate Contact Email:
Reference 2
Name of Company:
Dates of Service:
Contact Person:
Address:
City/State/ZIP:
Telephone Number:
Cell Number:
Email:
Alternate Contact Person (optional):
Alternate Contact Telephone Number:
Alternate Contact Cell Number:
Alternate Contact Email:
Reference 3
Name of Company:
Dates of Service:
Contact Person:
Address:
City/State/ZIP:
Telephone Number:
Cell Number:
Email:
Alternate Contact Person (optional):
Alternate Contact Telephone Number:
Alternate Contact Cell Number:
Alternate Contact Email:

Review the reference requirements in **IFB Section 1.10.2**. Bidder may submit as many references as desired by submitting as many additional copies of **Attachment E, References**, as deemed necessary. References will be contacted in order listed until two references have been contacted and Reference Survey Score Sheets completed for each of the two references. Bidders are encouraged to submit additional references to ensure that at least two references are available and all IFB requirements are met.

Attachment F - Reference Survey Score Sheet

TO BE COMPLETED BY DOM STAFF ONLY			
Name of Bidder:		Procurement:	Shredding Services
Company Name of Reference:		Date/Time Contacted:	
Person Contacted:		Title/Position:	
Contact Email:		Contact Phone Number:	

The Mississippi Division of Medicaid (DOM) requests past performance information on contractors. The Entity listed above has listed you as a client for which they have previously performed work.

DOM appreciates your time in completing this form where you will be asked general project information and yes/no questions regarding your satisfaction in the vendor's current and/or past performance with your entity.

Project Name:		Service Dates:	
Project Objective:			
Project Cost:			

QUESTIONS	RESPONSE		EXPLANATION
	(Circle One)		
1. Satisfied with Contractor's Corporate experience relevant to the project? If no, please explain.	Yes	No	
2. Satisfied with ability to implement the project within budget and on time? If no, please explain.	Yes	No	
3. Satisfied with ability to obtain contract goals and objections? If no, please explain.	Yes	No	
4. Satisfied with ability to adhere to contract requirements? If no, please explain.	Yes	No	
5. Satisfied with ability to assess project risks and provide solutions? If no, please explain.	Yes	No	
6. Satisfied with the ability to operate the day-to-day functions of the project? If no, please explain.	Yes	No	
7. Was Contractor easy to work with when scheduling meetings/services? If no, please explain.	Yes	No	
8. Satisfied with ability to communicate with your organization's staff members? If no, please explain.	Yes	No	
9. Would you enter into a contract with this Contractor again? If no, please explain.	Yes	No	

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10. Would you recommend this Contractor? If no, please explain.	Yes	No	
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Each "Yes" is one point; each "No" is zero points. Bidder must have a minimum score of 9 from each of the two references (total of 18 points) to be considered responsible and for its bid to be considered. **SCORE:** _____

11. Do you have any business, professional or personal interest in the Bidder's organization? If yes, please explain.	Yes	No	
---	-----	----	--

A "Yes" to Question 11 above may result in automatic disqualification of the provided reference; therefore, result in a score of zero as responses to previous questions become null and void.

Note:

Attachment G - DHHS Certification Drug-Free Workplace

DHHS CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS:

GRANTEES OTHER THAN INDIVIDUALS

Instructions for Certification

By signing and/or submitting this application or grant agreement, the grantee is providing the certification set out below.

- 1) This certification is required by regulations implementing the Drug-Free Act of 1988, 2 CFR Part 382. The regulations require certification by grantees that they will maintain a drug-free workplace. The certification set out below is a material representation of fact upon which reliance will be placed when the DHHS determines to award the grant. If it is later determined that the grantee knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, HHS, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.
- 2) Workplaces under grants, for grantees other than individuals, need not be identified on the certification. If known, they may be identified in the grant application. If the grantee does not identify the workplaces at the time of application, or upon award, if there is no application, the grantee shall keep the identity of the workplace(s) on file in its office and make the information available for federal inspection. Failure to identify all known workplaces constitutes a violation of the grantee's drug-free workplace requirements.
- 3) Workplace identifications shall include the actual address of buildings (or parts of buildings) or other sites where work under the grant takes place. Categorical descriptions may be used (e.g., all vehicles of a mass transit authority or State highway department while in operation, State employees in each local unemployment office, performers in concert halls or radio studios).
- 4) If the workplace identified to DOM changes during the performance of the grant, the grantee shall inform DOM of the change(s), if it previously identified the workplaces in question (see above).
- 5) Definitions of terms in the Non-procurement Suspension and Debarment common rule and Drug-Free Workplace common rule apply to this certification. Grantees' attention is called, in particular, to the following definitions from these rules:

"Controlled substance" means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C. §812) and as further defined by regulation (21 CFR § 1308.11 through § 1308.15);

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the federal or state criminal drug statutes;

"Criminal drug statute" means a federal or non-federal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance;

- 7) "Employee" means the employee of a grantee directly engaged in the performance of work under a grant, including (i) all direct charge employees; (ii) all indirect charge employees unless their impact or involvement is insignificant to the performance of the grant; and (iii) temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are on the grantee's payroll. This definition does not include workers not on the payroll of the grantee (e.g., volunteers, even if used to meet a matching requirement; consultants or independent Contractors not on the grantee's payroll; or employees of sub recipients or subcontractors in covered workplaces).

The grantee certifies that it will or will continue to provide a drug-free workplace by:

- a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- b) Establishing an ongoing drug-free awareness program to inform employees about:
 - 1) The dangers of drug abuse in the workplace;
 - 2) The grantee's policy of maintaining a drug-free workplace;
 - 3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - 4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:
 - 1) Abide by the terms of the statement; and
 - 2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- e) Notifying DOM in writing, within 10 calendar days after receiving notice under paragraph (d) (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- f) Taking one of the following actions, within 30 calendar days of receiving notice under paragraph (d)(2), with respect to any employee who is so convicted:
 - 1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - 2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency;
- g) Making a good faith effort to continue to maintain a drug-free workplace through implementation

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of paragraphs (a), (b), (c), (d), (e) and (f).

h) Complying with all provisions 2 CFR Part 382.

The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant (use attachments if needed):

Place of Performance (street address, city, county, state, zip code)

Check if there are workplaces on file that are not identified here.

---->NOTE: Sections 76.630(c) and (d) (2) and 76.635(a)(1) and (b) provide that a federal agency may designate a central receipt point for STATE-WIDE AND STATE AGENCY-WIDE certifications, and for notification of criminal drug convictions. For HHS, the central receipt point is Division of Grants Management and Oversight, Office of Management and Acquisition, HHS, Room 517-D, 200 Independence Ave, S.W., Washington, D.C. 20201

Organization:	
Signature:	
Title:	
Date:	

Attachment H - DHHS Certification Debarment, Suspension, and Other Responsibility Matters

DHHS Certification Regarding Debarment, Suspension, and Other Responsibility Matters

Primary Covered Transactions

2 CFR Part 376,

- (1) The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
 - b. Have not within a three-year period preceding this bid been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and,
 - d. Have not within a three-year period preceding this bid had one or more public transactions (federal, state or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid.

Organization:	
Signature:	
Title:	
Date:	

Attachment I – DOM Central and Regional Office Locations

(sorted by Region)

No.	Office Name	Location Address	County	Region	Contact Number
1	Central Office	550 High Street, Suite 1000, Jackson, MS 39201	Hinds	N/A	601-359-9143
2	Corinth	2619 South Harper Road, Corinth, MS 38834-6750	Alcorn	1 - Northeast	662-286-8091
3	New Albany	850 Denmill Road, New Albany, MS 38652	Union	1 - Northeast	662-534-0441
4	Tupelo	1742 McCullough Boulevard, Tupelo, MS 38801-7101	Lee	1 - Northeast	662-844-5304
5	Columbus	603 Leigh Drive, Columbus, MS 39705	Lowndes	2 - East Central	662-329-2190
6	Grenada	1109 Sunwood Drive, Grenada, MS 38901-6601	Grenada	2 - North Delta	662-226-4406
7	Starkville	313 Industrial Park Road, Starkville, MS 39759-3993	Oktibbeha	2 - East Central	662-323-3688
8	Clarksdale	520 South Choctaw Street, Clarksdale, MS 38614-4800	Coahoma	3 - North Delta	662.627-1493
9	Oxford	204-1 Colonnade Cove, Oxford, MS 38655	Lafayette	3 - Northeast	662-371-1365
10	Senatobia	2776 Highway 51 South, Senatobia, MS 38668-9403	Tate	3 - North Delta	662-562-0147
11	Kosciusko	160 Highway 12 West, Kosciusko, MS 39090	Attala	4 - East Central	662-289-4477
12	Meridian	3848 Old Highway 45 North, Meridian, MS 39301-1517	Lauderdale	4 - Pinebelt	601-483-9944
13	Newton	9423 Eastside Drive Extension, Newton, MS 39345-8063	Newton	4 - Pinebelt	601-635-5205
14	Philadelphia	340 West Main Street, Philadelphia, MS 39350	Neshoba	4 - East Central	601-656-3131
15	Brookhaven	1372 Johnny Johnson Drive, Brookhaven, MS 39601	Lincoln	5 - Southwest	601-835-2020
16	McComb	301 Apache Drive, McComb, MS 39648-6309	Pike	5 - Southwest	601-249-2071
17	Natchez	103 State Street, Natchez, MS 39120-3468	Adams	5 - Southwest	601-445-4971
18	Vicksburg	3401 Halls Ferry Road, Suite 1, Vicksburg, MS 39180	Warren	5 - Central MS	601-638-6137
19	Canton*	5360 I-55 North, Jackson, MS 39211	Madison	6 - Central MS	601-978-2399
20	Jackson*	5360 I-55 North, Jackson, MS 39211	Hinds	6 - Central MS	601-978-2399
21	Columbia	501 Eagles Day Avenue, Suite A, Columbia, MS 39429	Marion	7 - Coastal	601-731-2271
22	Hattiesburg	6971 Lincoln Road Extension, Hattiesburg, MS	Lamar	7 - Coastal	601-264-5386
23	Picayune	1845 Cooper Road, Picayune, MS 39466-2845	Pearl River	7 - Coastal	601-798-0831
24	Brandon	3035 Greenfield Road, Pearl, MS 39208	Rankin	8 - Central MS	601-825-0477
25	Laurel	1100 Hillcrest Drive, Laurel, MS 39440-4731	Jones	8 - Pinebelt	601-425-3175

Shredding Services
 IFB # 20241108
 Office of the Governor – Mississippi Division of Medicaid

No.	Office Name	Location Address	County	Region	Contact Number
26	Gulfport	10298 Corporate Drive, Gulfport, MS 39503	Harrison	9 - Coastal	228-863-3328
27	Pascagoula	1702 Denny Avenue, Pascagoula, MS 39567	Jackson	9 - Coastal	228-762-9591
28	Cleveland	211 North Chrisman Avenue, Cleveland, MS 38732-2715	Bolivar	10 - South Delta	662-843-7753
29	Greenville	585 Tennessee Gas Road, Greenville, MS 38701-8143	Washington	10 - South Delta	662-332-9370
30	Greenwood	805 West Park Avenue, Suite 6, Greenwood, MS 38930-2832	Leflore	10 - South Delta	662-455-1053
31	Yazoo City	110 North Jerry Clower Boulevard, Suite A, Yazoo City, MS 39194	Yazoo	10 - Central MS	662-746-2309

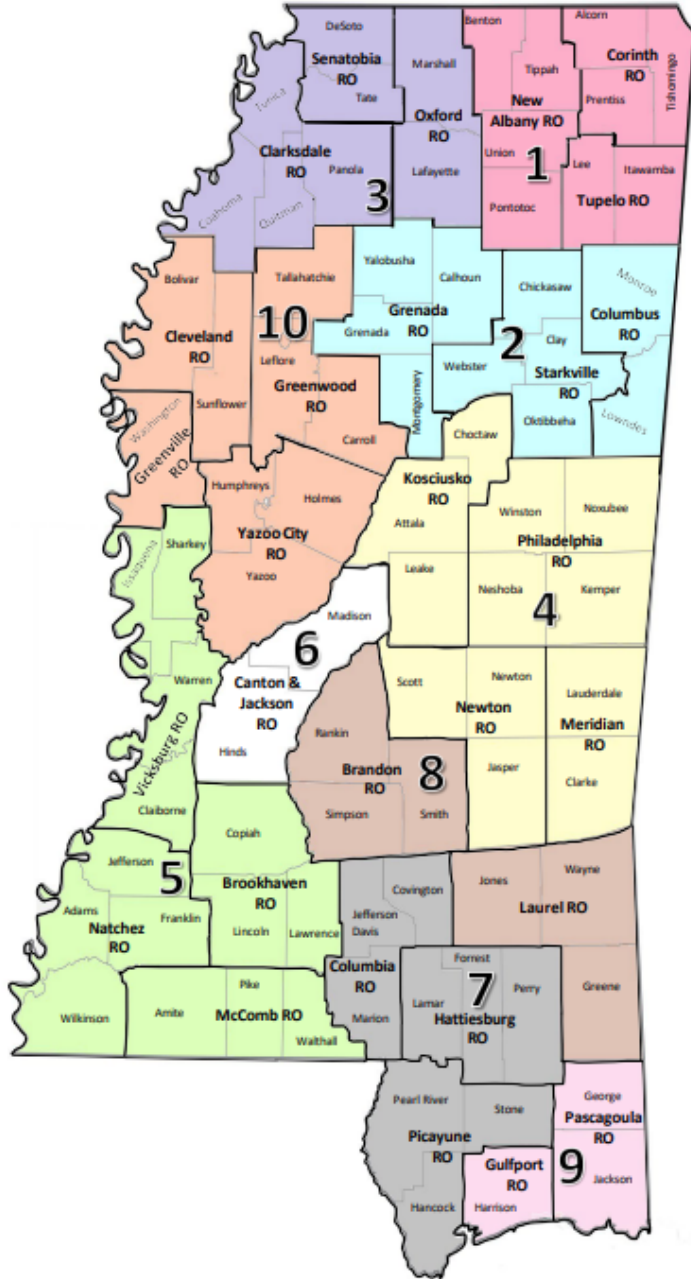
* Currently these two locations are combined into one location. However, plans are being made for two new locations. In either case there will be no more than 31 office locations total throughout the duration of this contract.

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Attachment I - continued

<p style="text-align: center;">Region 1</p> <p>Administrator: Clifford Leatherwood Manager: Lindsey Coleman ROs: Corinth, New Albany, Tupelo</p>
<p style="text-align: center;">Region 2</p> <p>Administrator: Clifford Leatherwood Manager: Jacqueline Miles ROs: Columbus, Grenada, Starkville</p>
<p style="text-align: center;">Region 3</p> <p>Administrator: Clifford Leatherwood Manager: Julie Starks ROs: Clarksdale, Oxford, Senatobia</p>
<p style="text-align: center;">Region 4</p> <p>Administrator: Latrecia Burrage Manager: LaShundra Estes ROs: Kosciusko, Meridian, Newton, Philadelphia</p>
<p style="text-align: center;">Region 5</p> <p>Administrator: Latrecia Burrage Manager: Angela Dixon ROs: Brookhaven, McComb, Natchez, Vicksburg</p>
<p style="text-align: center;">Region 6</p> <p>Administrator: Clifford Leatherwood Manager: Seneca Turner ROs: Canton, Jackson</p>
<p style="text-align: center;">Region 7</p> <p>Administrator: Latrecia Burrage Manager: Janie Keyes ROs: Columbia, Hattiesburg, Picayune</p>
<p style="text-align: center;">Region 8</p> <p>Administrator: Latrecia Burrage Manager: Celia McLeod ROs: Brandon, Laurel</p>
<p style="text-align: center;">Region 9</p> <p>Administrator: Latrecia Burrage Manager: Leslie Smith-Davis ROs: Gulfport, Pascagoula</p>
<p style="text-align: center;">Region 10</p> <p>Administrator: Clifford Leatherwood Manager: Cassandra Russell ROs: Cleveland, Greenwood, Greenville, Yazoo City</p>

Mississippi Division of Medicaid Regional Offices



Revised 9/1/2024

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